



1889

## The Laws of Jamaica, 1889 II

Jamaica

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LAWS OF JAMAICA.

PASSED IN THE YEAR

1889.

DEC 17 1913

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THE  
LAWS OF JAMAICA

DEC 17 1913

PASSED IN

A SESSION WHICH BEGAN ON THE 1ST DAY OF OCTOBER, AND  
PROROGUED ON THE 1ST DAY OF NOVEMBER, 1889.

PUBLISHED BY AUTHORITY.

JAMAICA:  
GOVERNMENT PRINTING ESTABLISHMENT.

1889.



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*[Assented to 26th October, 1889.]*

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# STATUTES AND LAWS

*Repealed, amended or otherwise affected by Laws 17 to 40 of 1889.*

Statute or Laws Repealed or Amended.	How Affected.	Number of Laws of 1889.
Laws 33 of 1882, Sections 13, 15, 16, 18 and 19 }	Incorporated with	} Law 17.
Law 14 of 1875 in part and Law 14 of 1885 wholly }	Repealed by	} Law 18.
Law 34 of 1881, Sections 6, 7 and 8 }	Amended by	} Law 19.
Law 21 of 1889, Sections 2, 11, 19, 22, 24, 28, 29, 36, 38, 39, 55, 59, 65, 89, 91, 94, 101, 103, 106, 107, 111, 113, 122, 131, 142, 145, 146 and Heading to 14th Schedule and Sections 92, 110, 112 and 15th Schedule to Law 21 of 1888 and Section 13 of Law 31 of 1888 also }	Amended by	} Law 20.
	Repealed by	
Law 12 of 1889, Schedule E. }	Amended by	} Law 21.
Law 21 of 1886 ...	Amended by	} Law 22.
Law 32 of 1887 }	Amended and incorporated with	} Law 23.
Law 36 of 1873 ...	Incorporated with	} Law 24.
Law 24 of 1873 Law 18 of 1881 Law 8 of 1886 Law 29 of 1888 }	Repealed by	} Law 28.
Law 26 of 1872 }	Partially incorporated with	} Law 31.
Law 22 of 1879, Sections 1 and 7 }	Amended by	} Law 34.
Law 35 of 1873 and Law 29 of 1879 Section 13 of Law 35 of 1873 }	Amended and incorporated with	} Law 35.
	Repealed by	
Law 32 of 1867 and Law 14 of 1869 }	Incorporated with	} Law 36.
Law 5 of 1880, Section 4 ... Law 27 of 1872	Repealed by	} Law 38.
Law 12 of 1884 and Law 4 of 1885 }	Incorporated with	} Law 39.





## JAMAICA—LAW 17 OF 1889.

*The Turks Island Savings Bank Deposits Law, 1889.*

[26th October, 1889.]

**W**HEREAS under and in accordance with an Ordinance Preamble.  
of the Legislative Board of the Turks and Caicos  
Islands, passed on the 22nd day of April, 1889, a Savings  
Bank has been established at Grand Turk, with branches at  
Salt Cay and Cockburn Harbour, to receive small Savings or  
Deposits, and to repay the same with interest thereon, under  
such Regulations as the said Legislative Board with the sanc-  
tion of the Governor of Jamaica shall from time to time  
prescribe :—

And Whereas it is by the said Ordinance, inter alia, enacted  
that all moneys deposited in the said Savings Bank of those  
Islands, if not otherwise invested as therein provided, shall  
from time to time be deposited in the Jamaica Government  
Savings Bank, and it is probable that such Deposits will ex-  
ceed the limit at present fixed by Law on Deposits :—

And Whereas provision is made in and by the said Ordi-  
nance for the withdrawal of moneys so deposited in the Jamaica  
Government Savings Bank, on applications signed by the  
Chairman of the Board of Directors and one other Director of  
the Savings Bank so established at Grand Turk as aforesaid,  
and countersigned by the Commissioner of the Turks and  
Caicos Islands :—



And Whereas it is desirable to enable such Deposits to be made in the Jamaica Government Savings Bank to any extent, and to be withdrawn from time to time in accordance with the said Ordinance :—

Be it enacted by the Governor and Legislative Council of Jamaica, as follows :—

**Definitions.**

1—In this Law, except when the context requires a different construction,—

“The Commissioner” means the Officer for the time being administering the Local Government of the Turks and Caicos Islands,—

“The Board” means the Board of Directors for the time being nominated by the Governor of Jamaica, under the authority of the said Ordinance, for the management of the Savings Bank established as aforesaid at Grand Turk,—

“The Treasurer” means the Treasurer for the time being of the Island of Jamaica.

**Deposits in the Jamaica Government Savings Bank by Turks Islands Savings Bank :—**

2—The Treasurer shall receive into the Jamaica Government Savings Bank all such sums of money as shall from time to time be tendered or sent to him for Deposit therein under the authority of the said Ordinance, or of any Regulations made thereunder, and shall place the same to the credit of an

**Account to be kept.**

Account to be opened in the Books of the Jamaica Government Savings Bank, and to be called “The Government of the Turks and Caicos Islands Account;” and interest on all moneys so deposited shall accrue and be dealt with in the like manner, and at the same rate and subject to the like provisions, as interest on other Deposits in the Jamaica Government Savings Bank.

**Interest.**

**Withdrawals therefrom.**

3—All Applications for the Withdrawal of any moneys for the time being standing to the credit of the said Account shall be in writing, and shall be signed by the Chairman and one other member of the Board, and countersigned by the Commissioner; and no such Application shall be invalidated or pre-

judicially affected by reason of the death, resignation, suspension or removal from office, of any of the persons signing the same, in the interval between the signing of the same and the presentation thereof for payment.

4—Subject to the Provisions of this Law, the Deposit and Withdrawal of moneys under this Law shall be subject to such Regulations as the Governor in Privy Council may from time to time prescribe.

Regulations as to  
Deposit and With-  
drawal of money.

5—The first Paragraph of Section 13 of Law 33 of 1882, and Sections 15, 16, 18 and 19 of that Law, are hereby incorporated in this Law, and made applicable to the Deposits in the Jamaica Government Savings Bank under this Law.

Parts of Law 33 of  
1882 incorporated.





## JAMAICA—LAW 18 OF 1889.

*The Wreck and Salvage Laws (Turks and Caicos Islands)  
Repeal Law, 1889.*

[26th October, 1889.]

**W**HEREAS the Legislative Board of the Turks and Caicos Islands have by an Ordinance made provision for the protection of Wrecks, and for the regulation of Proceedings and Salvage in the case of Wrecks and casualties to ships, on or near the Coasts of those Islands, and the Governor of this Island is prepared to ratify and confirm the said Ordinance when a verbal error in the same shall have been corrected to his satisfaction, and it is expedient accordingly to repeal "The Wreck and Salvage Law, 1875," so far as the same relates to the said Islands, and also "The Wreck and Salvage Law (Turks and Caicos Islands), 1885," as and from a day to be fixed by the Governor in that behalf:—

Be it enacted by the Governor and Legislative Council of Jamaica, as follows:—

1—"The Wreck and Salvage Law, 1875," (Law 14 of 1875,) so far as the same relates to the Turks and Caicos Islands, and "The Wreck and Salvage Law (Turks and Caicos Islands), 1885," (Law 14 of 1885,) shall be and the same are hereby repealed.

2—This Law shall commence and take effect as and from such day as shall be fixed by the Governor in that behalf by notice to be published in the Turks and Caicos Islands Gazette.

Preamble.

Repeal Clause.

Commencement of  
this Law.





## JAMAICA—LAW 19 OF 1889.

*The Reformatories and Industrial Schools Law, 1881, Amendment Law, 1889.*

[26th October, 1889.]

**B**E it enacted by the Governor and Legislative Council of Jamaica, as follows:—

Preamble.

1—Sections 6 and 7 of Law 34 of 1881 shall be and the same are hereby amended by substituting the words “not exceeding fourteen years of age” for the words “under the age of sixteen years” in the places where the latter words occur.

Law 34 of 1881.  
Sections 6 and 7,  
amended.

2—Section 8 of the said Law shall be and the same is hereby amended by substituting the words “not exceeding fourteen years of age” for the words “under the age aforesaid” in the place where the latter words occur.

Section 8 of same  
Law amended.

3—It shall be lawful for the Governor from time to time, when any child under the age of twelve years shall have been convicted of any crime and sentenced to be detained in a Reformatory, in his discretion to order such child to be discharged from the Reformatory and taken to and detained in an Industrial School to be named in the Order.

Power to the  
Governor to  
remove child from  
a Reformatory to  
an Industrial  
School.

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## JAMAICA—LAW 20 OF 1889.

*The Registration of Titles Law, 1888, Further Amendment  
Law, 1889.*

[25th November, 1889.]

**W**HEREAS it is expedient to further amend the Riegstra- Preamble.  
tion of Titles Law, 1888, (Law 21 of 1888,) in certain  
respects:—

Be it enacted by the Governor and Legislative Council of  
Jamaica, as follows:—

1—Section 2 of the said Law shall be and the same is hereby  
amended by omitting the words “or by bankruptcy” in the  
Definition of the word “Transmission” in the third line of the  
said Definition. Law 21 of 1888,—  
Section 2 amended.

2—Section 11 of the said Law shall be and the same is  
hereby amended in the following respects,— Section 11,  
amended.

By inserting, after the words “The Registrar” and before  
the word “may” in the first line of the said Section, the words  
“or the Referee to whom any application is referred,” and by  
inserting the words “or Referee” after the word “Registrar,”  
wherever the word “Registrar” occurs in the First Part of the  
said Section,—

By omitting the words “with the approval of a Referee” in  
the second clause of the Second Part of the said Section,—

By inserting, after the words “He shall” and before the  
words “when it shall appear” in the first line of the third



clause of the Second Part of the said Section, the words "upon the direction of a Referee or."

**Section 19  
amended.**

3—Section 19 of the said Law shall be and the same is hereby amended by adding, after the words "Owners of the Fee Simple" in Paragraph Second of the said Section, the words "either at law or in equity," and by substituting for the words "manner hereinafter mentioned as to the acknowledging of instruments" in lines 32 and 33 the words "same manner as any deed or other instrument is at the date of the passing of this Law required to be acknowledged by a married woman."

**Section 22  
amended.**

4—Section 22 of the said Law shall be and the same is hereby amended by the substitution of the words "he is in possession by himself or a tenant of the land described or identified in the application and that" for the words "being in possession by himself or a tenant of the land described or identified in the application" in lines six to eight of the First Paragraph,—and further by the substitution of the words "he is in possession as aforesaid substantially of the land described or identified as aforesaid and that" for the words "being in possession as aforesaid substantially of the lands described or identified as aforesaid" in lines two to four of the Second Paragraph of the said Section.

**Section 24  
amended.**

5—Section 24 of the said Law shall be and the same is hereby amended by the insertion of the word "weeks" after the word "two" in line twelve of the said Section.

**Section 28  
amended.**

6—Section 28 of the said Law shall be and the same is hereby amended by inserting, after the words "Title of the applicant" and before the word "thereto" in line seven of the said Section, the words "or of the person in whose name he may have directed the Certificate of title to be issued."

**Section 29  
amended.**

7—Section 29 of the said Law shall be and the same is hereby amended by the substitution of the words "a time and place appointed by such Judge to the Registrar or to a Referee for his inspection" for the words "the Office of Titles to the Registrar for his inspection," in the sixth line of the

said Section,—and by adding, after the word “Summons” at the end of the said Section, the words “at the instance of the person applying to have the land brought under this Law.”

8—Section 36 of the said Law shall be and the same is hereby amended by the substitution of the word “several” for the word “special” in the first line of the Fourth Paragraph of the said Section. Section 36 amended.

9—Section 38 of the said Law shall be and the same is hereby amended by the substitution of the words “a Referee” “may, after the publication of such advertisement as he may deem fit, direct the Registrar to” for the words “the Registrar may, after the publication of such advertisement as he may deem fit, with the approval of the Referee” in the first, second and third lines of the said Section. Section 38 amended.

10—Section 39 of the said Law shall be and the same is hereby amended by the substitution of the words “a Referee” for the words “the Registrar” in the eleventh and twelfth lines of the said Section. Section 39 amended.

11—Section 55 of the said Law shall be and the same is hereby amended by inserting the words “except the estate or interest of a proprietor claiming the same land under a prior registered Certificate of Title, and except as regards any portion of land that may by wrong description of parcels or boundaries be included in the Certificate of Title or instrument evidencing the title of such proprietor not being a purchaser for valuable consideration or deriving from or through such a purchaser” after the word “whatsoever” and before the word “provided” in the twelfth line of the said Section. Section 55 amended.

12—Section 59 of the said Law shall be and the same is hereby amended by the insertion of the words “in the Jamaica Gazette or” after the words “at least” and before the words “in one newspaper” in the 5th line of the said Section, and by the substitution of the word “Referee” for the word “Registrar” in the eighth line of the said Section. Section 59 amended.

13—Section 65 of the said Law shall be and the same is hereby amended. Section 65 amended.

hereby amended by inserting, after the word "concerning" and before the word "the" in the eleventh line of the said Section, the word "land."

Section 89  
amended.

14—Section 89 of the said Law shall be and the same is hereby amended by the substitution of the word "Mortgagees" for the word "Mortgages" in the second and third lines of the said Section, and by inserting, after the word "being" and before the word "upon" in the third line of the said Section, the words "of land under this Law and every Transferee of a "mortgage for the time being."

Section 91  
amended.

15—Section 91 of the said Law shall be and the same is hereby amended by omitting the words "in Equity" in the third line of the said Section, and by inserting, after the word "Court" and before the word "for", the words "or in any Resident Magistrate's Court."

The words "Decree or Order" as used in the said Section shall include "Judgment."

Section 92  
repealed.

16—Section 92 of the said Law shall be and the same is hereby repealed, and in lieu thereof the following shall be taken and read as Section 92:—

Summons by  
Mortgagee for  
payment of money  
according to  
Section 91.

92. "Any Mortgagee or his Transferee entitled to be paid  
"any sum of money under the next preceding Section  
"may, either before or after judgment or execution  
"obtained under any Decree or Order as aforesaid,  
"apply to the Judge of the Court in which such suit  
"was brought for a Summons, calling on the Plaintiff  
"and Defendant, or their Solicitors or Agents, to attend  
"before the Judge to show cause why any such sum  
"which shall have been recovered as damages in respect of any waste or damage as aforesaid, or which  
"shall become payable on the settlement thereof, shall  
"not be paid to such persons and for such purposes as  
"in the next preceding Section mentioned; and the  
"Judge hearing the Summons shall determine the  
"matter thereof in a summary manner, and shall  
"make such Order therein as to costs and all other  
"matters as may appear to be just and reasonable, and



“the decision of such Judge shall be final and conclusive against all parties:—Provided always that every Order made in pursuance of this Section shall be liable to be rescinded or altered by the Court in like manner as other Orders made by a single Judge.

“The Bailiff or other Officer who shall have the execution of any writ of seizure and sale issued in such Action shall, on being served with a copy of such Order, obey the same.”

18—Section 94 of the said Law shall be and the same is hereby amended by the substitution of the word “secured” for the word “accrued” in the twelfth line of the said Section. Section 94  
amended.

19—Section 101 of the said Law shall be and the same is hereby amended by the substitution of the word “application” for the word “explanation” in the eighth line of the said Section. Section 101  
amended.

20—Section 103 of the said Law shall be amended by substituting for the words “Where by virtue of the Bankruptcy Law any land under the operation of this Law, or any Estate or interest therein, shall vest in the Trustee in Bankruptcy, the Registrar, upon the receipt of an office copy of the conditional or absolute Order in Bankruptcy, accompanied by an application in writing under the hand of the Trustee as aforesaid to be registered in respect of any land, lease, mortgage or charge, therein described,” at the beginning of the said Section, the words following (that is to say):—“When upon the Bankruptcy of the proprietor of any land, lease, mortgage or charge, the estate or interest of such proprietor in such land, lease, mortgage or charge, vests in the Trustee in Bankruptcy, such Trustee shall be entitled to be registered in respect of the same; and the Registrar, upon the receipt of an office copy of the conditional or absolute Order in Bankruptcy against such proprietor, accompanied by an application in writing under the hand of the Trustee to be registered in respect of any land, lease, mortgage or charge, of such Bankrupt therein described.” Section 103  
amended.

Section 106  
amended.

21—Section 106 of the said Law shall be and the same is hereby amended by inserting, after the word “entered” and before the word “or” in the eleventh line of the said Section, the word “into.”

Section 107  
amended.

22—Section 107 of the said Law shall be and the same is hereby amended by inserting, after the words “Supreme Court” and before the words “to be” in the 3rd line of the said Section, the words “or to any Resident Magistrate’s Court.”

Section 110  
repealed.

23—Section 110 of the said Law shall be and the same is hereby repealed, and in lieu thereof the following shall be read as Section 110:—

Power of Attorney.

“110. The proprietor (including a married woman) of any  
“land under the operation of this Law, or of any  
“lease, mortgage or charge, may appoint any person to  
“act for him in transferring the same, or otherwise deal-  
“ing therewith, by signing a Power of Attorney to the  
“Form or to the effect in the First Schedule hereunder.  
“Every such Power, or a duplicate or attested copy thereof,  
“shall be deposited with the Registrar, who shall note  
“the effect thereof in a book to be kept for the purpose.”

Section 111  
amended.

24—Section 111 of the said Law shall be and the same is hereby amended by the substitution of the words “when the  
“same or a duplicate shall have been deposited and noted as  
“aforesaid” for the words “and recorded as aforesaid” in the fifth and sixth lines of the said Section.

Section 112  
repealed.

25—Section 112 of the said Law and the heading thereof “Probate of Instruments” shall be and the same is hereby repealed, and in lieu thereof the following shall be read as Section 112:—

“ATTESTATION OF INSTRUMENTS.”

Attestation of  
Instruments.

“112. Instruments and Powers of Attorney under this Law  
“signed by any person and attested by one witness shall  
“be held to be duly executed; and such witness may be,—  
“(Within this Island)—the Governor, or any of the Judges  
“of the Supreme Court, or any Justice of the Peace, or

- “ the Registrar under this Law, or a Notary Public,  
“ or a Solicitor of the Supreme Court,—
- “(In Great Britain or Ireland),—the Mayor or Deputy  
“ Mayor, or other Chief Magistrate or Deputy Chief  
“ Magistrate, of any City, Borough or Town Corporate,  
“ or a Notary Public.
- “(In any of the Dominions, Territories, Colonies, Depen-  
“ dencies or Possessions of the Crown of Great Britain  
“ and Ireland),—the Governor or person exercising  
“ the functions of Governor, the Commander in Chief,  
“ a Judge of any Court, the Mayor or Chief Magistrate  
“ of any City or Town, or a Notary Public.
- “(In any Foreign State or Country),—the British Con-  
“ sular Officer, (which expression shall include Consul-  
“ General, Consul and Vice-Consul, and any person for  
“ the time being discharging the duties of Consul-  
“ General, Consul or Vice Consul,) or a Notary Public:—  
“ Provided that where any such Instrument or Power  
“ of Attorney purports to have been witnessed or cer-  
“ tified by any Notary Public in any Foreign State or  
“ Country, there shall be annexed to such Instrument  
“ or Power of Attorney a Certificate, under the hand  
“ and seal of the British Consular Officer exercising his  
“ functions in such Foreign State or Country, to the  
“ effect that the person by whom such Instrument or  
“ Power of Attorney has been witnessed or certified is  
“ a Notary Public duly commissioned and practising in  
“ such Foreign State or Country, or some portion  
“ thereof, and that full faith and credit can be given to  
“ his acts.
- “ Such witness, whether within or without this Island,  
“ may also be any other person, but in such case he  
“ shall appear before one of the Officers or persons  
“ aforesaid, who, after making due enquiries of such  
“ witness, shall endorse upon the Instrument or Power  
“ a Certificate in the Form in the Second Schedule here-  
“ under, and such Certificate shall be deemed sufficient  
“ proof of the due execution of such Instrument or



“Power, subject to the Proviso hereinbefore contained  
 “as to any such Instrument or Power of Attorney wit-  
 “nessed or certified by a Notary Public in any Foreign  
 “State or Country.

“Where an Instrument or Power of Attorney shall be  
 “witnessed or certified out of this Island by any of  
 “the Officers aforesaid the seal of office of such Officer  
 “shall be affixed to his Attestation or Certificate on  
 “such Instrument or Power of Attorney.”

Section 113  
 amended.

26—Section 113 of the said Law shall be and the same is hereby amended by the substitution of the word “City” for the word “Island” in the twenty-sixth line of the said Section.

Section 122  
 amended.

27—Section 122 of the said Law shall be and the same is hereby amended by omitting the words “with the like consent” in the twelfth line of the said Section.

Section 131  
 amended.

28—Section 131 of the said Law shall be and the same is hereby amended by omitting the words “with the advice aforesaid” in the second and third lines of the said Section.

Section 142  
 amended.

29—Section 142 of the said Law shall be and the same is hereby amended by the substitution of the word “or” for the word “and” in the twelfth line of the said Section.

Section 145  
 amended.

30—Section 145 of the said Law shall be and the same is hereby amended by omitting the word “or” after the word “otherwise” and before the word “on” in the fifth line of the said Section, and by inserting, after the word “Registrar” in the ninth and thirteenth lines of the said Section, the words “or a Referee,” and by the substitution of the word “procured” for the word “produced” in the twenty-eighth line of the said Section.

Section 146  
 amended.

31—Section 146 of the said Law shall be and the same is hereby amended by the substitution of the words “of any “Officer under this Law in any case where such Officer is” for the words “of the Registrar in any case where the Registrar is” in the third and fourth lines of the said Section.

Heading to 14th  
 Schedule altered.

32—The Heading to the Fourteenth Schedule to the said Law shall be and the same is hereby amended by the substitu-

tion of the words "Registration of any change in proprietorship or any dealing with estate or interest" for the words "Land to be brought under The Transfer of Land Law."

33—In all cases in which prior to the passing of the said Law a "Patent" as defined in the said Law would have been the appropriate form of conveyance to any Grantee of any lands, in lieu of such Patent it shall be sufficient for the Governor to issue directions to the Registrar to register the proposed Grantee as the proprietor of the land to be granted to him, and the Registrar shall thereupon, upon payment by the proposed Grantee of the fee payable for a Certificate of Title, without reference to the Referees or observance of any of the forms required to be observed in other cases, forthwith bring the land described in such Requisition under the operation of the said Law, by registering the title of the person named in such Requisition as the proprietor of the said land:—Provided always that the Assurance Fund under the said Law shall not be answerable in respect of any claim thereafter arising in reference to the said land, but the Public Treasury of the Island shall be liable in the same way and to the same extent as in other cases under the said Law the applicant or the said Assurance Fund would be liable.

Registration of  
lands granted by  
the Crown in lieu  
of Patent.

34—Any Patent heretofore made may, for the purpose of bringing land under the operation of the said Law, be deemed by the Registrar or a Referee sufficient evidence of the title of the Grantee under any such Patent to the land comprised in such Patent subject to any estate or interest appearing by such Patent or subsequently created.

Patent sufficient  
evidence of Title.

35—Any person applying to have land brought under the operation of the said Law may in his application direct the Certificate of Title to be issued in the name of any other person, and if the Applicant's title be approved as provided in the said Law, the Registrar shall act on such direction and issue the Certificate of Title accordingly, notwithstanding the fact that there shall have been no deed of conveyance evidencing the transfer of the land specified in the application from the Applicant to his Nominee, and that no advalorem or other duty shall have been paid on such transfer.

Issue of Certificate  
of Title to nominee  
of Applicant.



Married women.

36—A married woman who is registered as a “proprietor” within the meaning of the said Law shall for all the purposes of the said Law be deemed to be a feme sole.

Notice to Deputy-Keeper of the Records of land brought under the operation of the said Law.

37—When any land shall be brought under the operation of the said Law the Registrar shall forthwith notify the fact to the Deputy Keeper of the Records, who shall thereupon make a Memorandum of such fact on the margin of the Record of the last Deed recorded in the Record Office relating to such land.

Discovery.

38—Nothing in the said Law shall entitle any person to refuse to make a complete discovery, or to answer any question or interrogatory, in any action or proceeding in any Court; but such discovery or answer shall not be admissible in evidence against such person in any prosecution for an offence against the said Law.

15th Schedule to Law 21 of 1888 and Section 13 of Law 31 of 1888 repealed.

39—The Fifteenth Schedule of the said Law, and Section 13 of Law 31 of 1888, shall be and the same are hereby repealed, and in lieu thereof the following shall be read as the Fifteenth Schedule:—

Fifteenth Section.

## FIFTEENTH SCHEDULE.

*Fees payable under this Law exclusively of advertisement.*

On making application to bring Land under the operation of the Law:—

When the Applicant is the original Grantee under any Patent, or under any Deed of Conveyance from the Commissioners for the sale of Incumbered Estates, or under any Law declaring the Title acquired by such Grantee to be indefeasible, or under any Order of the Supreme Court, or of any District Court, or Resident Magistrate's Court, and no transaction affecting the land has taken place since the date of such Patent, Deed of Conveyance or Order	£0 10 0
When the title is of any other description and the value of the land does not exceed £50	0 10 0
The like when the value exceeds £50 and does not exceed £100	0 15 0
The like when the value exceeds £100 and does not exceed £200	1 0 0
The like when the value exceeds £200 and does not exceed £300	2 0 0
The like when the value exceeds £300 and does not exceed £400	3 0 0
The like when the value exceeds £400 and does not exceed £500	4 0 0

The like when the value exceeds £500 and does not exceed £600	...	...	£5 0 0
For every £100, or part of £100, in excess of £600	...	...	0 10 0
Provided always that the Fee in no case shall exceed	...	...	10 0 0
When the application is to be registered in respect of an Estate of Freehold on a transmission and the value of the land exceeds £500	...	...	2 10 0
The like when the value exceeds £400 and does not exceed £500	...	...	2 0 0
The like when the value exceeds £300 and does not exceed £400	...	...	1 10 0
The like when the value exceeds £200 and does not exceed £300	...	...	1 0 0
The like when the value does not exceed £200	...	...	0 10 0

Contribution to Assurance Fund upon first bringing Land under this Law, and upon the Registration of an Estate of Freehold on a Transmission:—

In the Pound Sterling of value of Land ... £0 0 0½

For every Certificate of Title:—

When the value does not exceed £25	...	...	£0 2 6
When the value exceeds £25 and does not exceed £50	...	...	0 5 0
When the value exceeds £50 and does not exceed £100	...	...	0 10 0
When the value exceeds £100 and does not exceed £200	...	...	0 15 0
When the value exceeds £200 and does not exceed £300	...	...	1 0 0
When the value exceeds £300 and does not exceed £400	...	...	1 5 0
When the value exceeds £400 and does not exceed £500	...	...	1 10 0
When the value exceeds £500 and does not exceed £600	...	...	1 15 0
When the value exceeds £600	...	...	2 0 0

When a map or plan is copied on any Certificate and duplicate, double the above rates to be payable.

For registering a Transfer, or a Lease, Mortgage or charge or Transfer thereof, or a discharge of a Mortgage or charge, wholly or partially, or a satisfaction of an annuity or a surrender of a Lease ... 0 10 0

When any instrument purports to deal with or affect Land included in more than one grant or Certificate, for each Memorandum after the first ... 0 2 0

For registering proprietor of any Freehold Estate or interest on a Transmission, when the value does not exceed £25... 0 5 0

The like when the value exceeds £25 and does not exceed £50 ... 0 10 0

The like when the value exceeds £50 and does not exceed £100 ... 0 15 0

The like when the value exceeds £100 ... 1 0 0

For every Registration Abstract when the value does not exceed £25 ... 0 10 0

The like when the value exceeds £25 and does not exceed £50 ... 0 15 0

The like when the value exceeds £50 ... 1 0 0

For cancelling Registration Abstract ... 0 5 0

For every Caveat ... 0 5 0

For withdrawal of Caveat ... 0 2 6

For entry of Foreclosure ... 0 15 0

For every Search ... 0 1 0

For every general Search ... 0 2 6

For every Map deposited	...	...	0	2	6
For depositing documents declaratory of Trusts	...	...	0	10	0
For registering recovery of possession by legal proceedings or registering the Lessee or Surrenderer	...	...	0	10	0
For registering vesting of Lease in Mortgagee on refusal of Trustee to accept same	...	...	0	10	0
For entering notice of Marriage or Death	...	...	0	5	0
For entering notice of Writ of Seizure and Sale, or any Order of a Court	...	...	0	10	0
For entering satisfaction of any such Writ	...	...	0	1	0
For taking an acknowledgment by a married woman	...	...	0	2	6
For Order dispensing with production of any duplicate grant, Certificate or Instrument	...	...	0	5	0
For returning documents of Title deposited in support of application on withdrawal of application or rejection of Title	...	...	0	2	6
For order for and inspection of any documents permanently retained (to include all the documents mentioned in any Order)	...	...	0	5	0
For copy of or extract from any document deposited in support of an application to bring Land under the Law and retained, or from any Caveat at per folio of 160 words	...	...	0	1	0
For every certified copy, first folio of 160 words	...	...	0	3	0
For every folio or part of a folio after the first	...	...	0	1	6
For taking Affidavit or Statutory Declaration	...	...	0	1	0
For every Summons	...	...	0	1	0
For examination thereunder	...	...	0	5	0
For statement of grounds under Section 127	...	...	0	5	0
For entry of an Executor or an Administrator, or the Trustee of Bankrupt, as a transferee or proprietor, or for entry of husband as joint proprietor, or for entry of survivor or survivors or other persons as proprietors in case of joint proprietorship, when the value does not exceed £25	...	...	0	2	6
The like when the value exceeds £25 and does not exceed £50	...	...	0	5	0
The like when the value exceeds £50	...	...	0	10	0

## FIRST SCHEDULE.

*Form of Power of Attorney.*

I, A. B.,

do hereby appoint

my Attorney to sell to any person all or any lands, leases, mortgages, or charges, whether now belonging to me or which shall hereafter belong to me under or by virtue of "The Registration of Titles Law," or of which I am now or shall hereafter be the proprietor or owner under the said Law. Also to mortgage all or any such lands or leases for any sum at any rate of interest. Also to charge the same with any annuity of any amount. Also to lease all or any such lands as shall be of freehold tenure for any term of years not exceeding twenty-one years in possession at any rent. Also to surrender, or obtain or accept the surrender, of any lease in which I am or may be interested. Also to exercise and execute all powers which now are or shall hereafter be vested in or conferred on me as a lessor, mortgagee, or annuitant under the said Law (*or otherwise according to the nature and extent of the powers intended to be conferred*). And for me

and in my name to sign all such transfers and other instruments, and do all such acts, matters, and things as may be necessary or expedient for carrying out the powers hereby given, and for recovering all sums of money that are now or may become due or owing to me in respect of the premises, and for enforcing or varying any contracts, covenants or conditions binding upon any lessee, tenant, or occupier of the said lands, or upon any other person in respect of the same, and for recovering and maintaining possession of the said lands, and for protecting the same from waste, damage, or trespass.

Dated this                      day of                      188 .

Signed by the said A. B.,    }  
in the presence of            }

---

SECOND SCHEDULE.

Appeared before me at                      the                      day of  
one thousand eight hundred and                      C. D.  
the attesting witness to this instrument, and declared that he personally  
knew A. B.                      the person signing the same, and whose  
signature the said C. D.                      attested, and that the name pur-  
porting to be the signature of the said A. B.                      is his own  
handwriting, and that he was of sound mind and freely and voluntarily  
signed such instrument.







## JAMAICA—LAW 21 OF 1889.

*The Jamaica Railway Company's Law, Amendment Law, 1889.*

[26th October, 1889.]

**B**E it enacted by the Governor and Legislative Council of Jamaica, as follows:— Preamble.

1—Schedule E. of the Jamaica Railway Company's Law, 1889, (Law 12 of 1889,) is hereby amended by substituting for the words and figures "22 Vict. c. 68" the words and figures "Law 22 of 1868." Law 12 of 1889.  
Schedule E,  
amended.





## JAMAICA—LAW 22 OF 1889.

*The Married Women's Property Law, 1886, Amendment  
Law, 1889.*

[28th October, 1889.]

**W**HEREAS by Section seventeen of the Married Women's Property Law, 1886, (Law 21 of 1886,) a wife is, under the circumstances therein mentioned, declared to be liable to criminal proceedings by her husband, and a doubt has arisen as to whether the husband is admissible as a witness against his wife in such criminal proceedings, while Section thirteen of the same Law declares that in any proceeding under that Section a husband or wife shall be competent to give evidence against each other; and it is desirable that the said doubt should be removed by an amendment of the said Law:—

Be it enacted by the Governor and Legislative Council of Jamaica, as follows:—

1—In any such criminal proceeding against a husband or a wife as is authorized by the Married Women's Law, 1886, the husband and wife respectively shall be competent and admissible witnesses, and, except when Defendant, compellable to give evidence.

Preamble.

Competency of husband and wife to give evidence against each other in certain criminal proceedings.







## JAMAICA—LAW 23 OF 1889.

*The Debenture Registration Law, 1887, Amendment Law, 1889.*

[7th November, 1889.]

**W**HEREAS it has been considered that the Provisions of Preamble.  
the Debenture Registration Law, 1887, (Law 32 of  
1887,) do not allow of the Registration of Corporations as  
Holders of Debentures, and it is expedient to alter the Law in  
that respect:—

And Whereas it is expedient to allow the registered Holders  
of Debentures to convert them into Debentures payable to  
Bearer:—

Be it enacted by the Governor and Legislative Council of  
Jamaica, as follows:—

1—The words “person” and “Holder of Debenture” as used  
in the said Law shall include a Corporation. “Person,” &c., to  
include a Corpora-  
tion.

2—Where in the said Law a person or Holder of a Deben-  
ture is required to sign his name, it shall be sufficient, in the  
case of a Corporation, that the Corporate Seal be affixed to any  
letter of application, deed of transfer, receipt or other docu-  
ment, so required to be signed, and that the same be signed by  
the Secretary or other Principal Officer of the Corporation:—  
Provided that any change in the person of such Secretary or Provided.  
Officer shall from time to time be notified to the Treasurer,  
together with a specimen of his usual signature, witnessed  
under the Corporate Seal, and the signature of the Chairman  
of Directors or other Principal Governing member of the  
Corporation.

Execution of  
Documents by a  
Corporation.

Registered Holder  
may transfer to  
Bearer

3—It shall be lawful for the registered Holder of any Debenture at any time to execute a transfer of the same to Bearer.

On the Registration of any such Transfer, such Debenture shall become payable to Bearer and be transferable by delivery:—Provided that any Holder of such Debenture so made payable to Bearer may at any time apply to be registered as the Holder as if no person had previously been registered as the Holder thereof.



# JAMAICA—LAW 24 OF 1889.

*The Harbour Fees Computation Law, 1889.*

[28th October, 1889.]

**W**HEREAS provision is made by the Harbours Consolida- Preamble.  
tion Law, 1873, (Law 36 of 1873,) for the payment of  
Harbour Fees according to a Scale calculated on the " Draught  
of water" of the Vessels using the same :—

And Whereas difficulties have occurred in many cases with  
reference to the ascertainment of the Draught of water of  
Vessels, and it is expedient accordingly to calculate the said  
Fees on the registered tonnage of Vessels instead of on the  
Draught of water : —

Be it enacted by the Governor and Legislative Council of  
Jamaica, as follows :—

1—The Schedule to this Law shall be and the same is Substituted Sche-  
hereby substituted for Schedule B. to Law 36 of 1873. dule B.

2—This Law and Law 36 of 1873 shall be read and taken Laws incorporated.  
together as one Law.

## SCHEDULE.

Harbour.	Proposed Scale on Registered Tonnage.	Vessels trading between the Tropics.	All other Vessels except Coasting Vessels.	Coasting Vessels.
		£ s. d.	£ s. d.	£ s. d.
Kingston,	Under 70 Tons	0 7 6	0 15 0	...
	70 tons and over but under 160 tons	0 10 0	1 0 0	...
	160 tons and over but under 350 tons	0 15 0	1 10 0	...
	350 tons and over but under 850 tons	0 17 6	1 15 0	...
	850 tons and upwards	1 0 0	2 0 0	...
All other Harbours,	Under 160 tons	0 5 0	0 10 0	...
	160 tons and upwards	0 10 0	1 0 0	...
Kingston Harbour, not exceeding per quarter	...	...	...	0 8 0
All other Harbours, " "	...	...	...	0 1 0



## JAMAICA—LAW 25 OF 1889.

*The Probation of First Offenders Law, 1889.*

[30th November, 1880.]

**W**HEREAS it is expedient to make provision for cases Preamble.  
where the reformation of persons convicted of First  
Offences may, by reason of the Offender's youth or the trivial  
nature of the Offence, be brought about without imprison-  
ment:—

Be it enacted by the Governor and Legislative Council of  
the Island of Jamaica, as follows:—

1—In any case in which a person is convicted of larceny or  
false pretences, or any other Offence punishable with not more  
than two years imprisonment, before any Court, and no pre-  
vious conviction is proved against him,—if it appears to the  
Court before whom he is so convicted that, regard being had  
to the youth character or antecedents of the Offender, to the  
trivial nature of the Offence, or to any extenuating circum-  
stances under which the Offence was committed, it is expedient  
that the Offender be released on probation of good conduct,—the  
Court may, instead of sentencing him at once to any punish-  
ment, direct that he be released on his entering into a recog-  
nizance, with or without sureties, and during such period as  
the Court may direct, to appear and receive judgment when  
called upon, and in the meantime to keep the peace and be of  
good behaviour.

Power to Court in  
certain cases of first  
offences to postpone  
sentence and release  
the offender on  
terms.

2—If a Court having power to deal with the Offender in res-  
pect of his original Offence, or any Court of Summary Juris-  
diction, is satisfied by information on oath that the Offender has

Warrant to arrest  
on breach of condi-  
tions of Release.



failed to observe any of the conditions of his recognizance, it may issue a Warrant for his apprehension.

Remand on Bail  
till sitting of the  
Court empowered  
to sentence.

An Offender, when apprehended on any such Warrant, shall, if not brought forthwith before the Court having power to sentence him, be brought before a Court of Summary Jurisdiction, and that Court may either remand him by Warrant until the time at which he was required by his recognizance to appear for judgment, or until the sitting of a Court having power to deal with his original Offence, or may admit him to bail with a sufficient surety conditioned on his appearing for judgment.

Requirements as to  
residence of the  
Offender or his  
surety.

3—The Court, before directing the release of an Offender under this Law, shall be satisfied that the Offender or his surety has a fixed place of abode or regular occupation in the Parish in which the Offender is likely to live during the period named for the observance of the conditions.

Court" inter-  
preted.

4—In this Law the term "Court" includes a Court of Summary Jurisdiction.



# JAMAICA—LAW 26 OF 1889.

*A Law to Allow and Confirm certain Expenditure in 1887-88.*

[7th November, 1889.]

**W**HEREAS expenditure was necessarily incurred during the Financial Year 1887-88 on certain services not provided for or not fully provided for by Law 36 of 1887 :—

Be it enacted by the Governor and Legislative Council of Jamaica, as follows :—

1—The expenditure during the Financial Year 1887-88 to the amount of eleven thousand nine hundred and twenty-five pounds, nine shillings and tenpence halfpenny, on certain services set forth in the Schedule to this Law annexed, and not provided for or not fully provided for by Law 36 of 1887, is hereby allowed and confirmed.

Expenditure of  
£11,925 9s. 10½d.  
as per Schedule,  
confirmed.

## SCHEDULE.

*Expenditure of 1887-88 not fully provided for by Law 36 of 1887.*

Post Office	..	...	£475 16 3
Education	...	...	2,745 18 10½
Military	...	...	831 1 2½
Government Printing and Stationery Es-			
tablishment	..	...	801 14 5½
Institute of Jamaica	...	...	30 8 5½
Public Gardens and Plantations	...	...	38 17 3
Jamaica Railway	...	...	5,355 7 5
Miscellaneous	...	...	1,500 13 10½
Public Works :—Furniture for Public De-			
partments	...	...	145 12 1
			£11,925 9 10½





# JAMAICA—LAW 27 OF 1889.

*A Law relating to the Duties, Powers and Liability of Trustees.*

[18th November, 1889.]

**B**E it enacted by the Governor and Legislative Council of Jamaica, as follows:—

Preamble.

1—(1.) This Law may be cited as the Trustees Law, 1889.

Short Title.

(2.) For the purposes of this Law the expression "Trustee" shall be deemed to include an Executor or Administrator, and a Trustee whose Trust arises by construction or implication of law as well as an express Trustee, and the person for the time being executing the office of Administrator General of Jamaica as constituted by Law.

Definitions.

(3.) The Provisions of this Law relating to a Trustee shall apply as well to several joint Trustees as to a sole Trustee.

2—(1.) It shall be lawful for a Trustee to appoint a Banker or Solicitor to be his Agent, to receive and to give a discharge for any money or any valuable consideration or property receivable by such Trustee under any Trust, or under or by virtue of a Policy of Assurance, by permitting such Banker or Solicitor to have the custody of and to produce such Policy of Assurance with a receipt signed by such Trustee, or to have the custody of and to produce a Deed having in the body thereof or endorsed thereon a receipt for consideration money or other consideration, the Deed being executed, or the receipt being signed, by such Trustee; and no Trustee shall be chargeable with a breach of trust by reason only of his having made or concurred in making such appointment, or in delivering such Policy or such Deed so executed or received.

Receipt of money  
by Solicitor or  
Banker as Agent.

(2.) Where a Banker or Solicitor produces a Deed or Policy

so executed or receipted the Deed or Policy shall be sufficient authority to the person liable to pay the money, or give the consideration, for his paying or giving the same to the Banker or Solicitor without production of any separate or other direction or authority in that behalf from such Trustee.

(3.) Nothing in this Section contained shall exempt a Trustee from any liability which he would have incurred if this Law had not passed in case he permits such money, valuable consideration or property, to remain in the hands or under the control of the Banker or Solicitor appointed as aforesaid for a period longer than is reasonably necessary to enable such Banker or Solicitor to pay or transfer the same to the Trustee.

(4.) This Section applies to cases whether occurring before or after the Commencement of this Law.

**Depreciatory conditions on Sales by Trustees.**

3—(1.) No Sale made by a Trustee shall be impeached by any *cestui que* trust upon the ground that any of the conditions subject to which the Sale was made may have been unnecessarily depreciatory, unless it shall also appear that the consideration for the Sale was thereby rendered inadequate.

(2.) No Sale made by a Trustee shall after the execution of the conveyance be impeached, as against the Purchaser, upon the ground that any of the conditions subject to which the Sale was made may have been unnecessarily depreciatory, unless it shall appear that such Purchaser was acting in collusion with such Trustee at the time when the contract for such Sale was made.

(3.) No Purchaser upon any Sale made by a Trustee shall be at liberty to make any objection against the title upon the ground aforesaid.

(4.) This Section shall apply only to Sales made after the passing of this Law.

**Loans by Trustees.**

4—(1.) No Trustee lending money upon the security of any property shall be chargeable with breach of trust by reason only of the proportion borne by the amount of the Loan to the value of such property at the time when the Loan was made, provided that it shall appear to the Court that in mak-



ing such loan the Trustee was acting upon a Report as to the value of the property made as hereinafter provided, and that the amount of the Loan does not exceed two equal third parts of the value of the property as stated in such Report, and that the Loan was made under the advice expressed in such Report. And this Section shall apply to a Loan upon any property of any tenure, whether agricultural or house or other property, on which the Trustee can lawfully lend :—

Provided that the Trustee shall have procured to be made for him a Report as to the value of such property,—

(a.) in the case of agricultural property by an experienced Agriculturist, and

(b.) in the case of other property, and property consisting of buildings apart from buildings on and connected with agricultural property, of an able practical Builder, Valuer, or other experienced person ;—

such Agriculturist, Builder, Valuer or other experienced person, shall be instructed and employed independently of any Owner of the property, and may or may not be a person carrying on his business in the locality where the property is situate.

(2.) No Trustee lending money upon the security of any leasehold property shall be chargeable with breach of trust only upon the ground that in making such Loan he dispensed either wholly or partially with the production or investigation of the Lessor's title.

(3.) No Trustee shall be chargeable with breach of trust only upon the ground that in effecting the purchase of any property, or in lending money upon the security of any property, he shall have accepted a shorter title than the title which a Purchaser is, in the absence of a special contract, entitled to require, if in the opinion of the Court the title accepted be such as a person acting with prudence and caution would have accepted.

(4.) This Section shall apply to Transfers of existing Securities as well as to new Securities, and to investments made as well before as after the passing of this Law, except where



some action or other proceeding shall be pending with reference thereto at the passing of this Law.

Liability for loss  
by reason of im-  
proper Invest-  
ments.

5—(1.) Where a Trustee shall have improperly advanced trust money on a Mortgage Security which would at the time of the Investment have been a proper Investment in all respects for a less sum than was actually advanced thereon, the Security shall be deemed an authorised Investment for such less sum, and the Trustee shall only be liable to make good the sum advanced in excess thereof, with interest.

(2.) This Section shall apply to Investments made as well before as after the passing of this Law, except where some action or other proceeding shall be pending with reference thereto at the passing of this Law.

Indemnity for  
breach of Trust.

6—(1.) Where a Trustee shall have committed a breach of trust at the instigation or request or with the consent in writing of a Beneficiary the Court may, if it shall think fit, and notwithstanding that the Beneficiary may be a married woman entitled for her separate use, whether with or without a restraint upon anticipation, make such Order as to the Court shall seem just for impounding all or any part of the interest of the Beneficiary in the trust estate by way of indemnity to the Trustee or person claiming through him.

(2.) This Section shall apply to breaches of trust committed as well before as after the passing of this Law, except where an action or other proceeding shall be pending with reference thereto at the passing of this Law.

Trustee may insure  
buildings.

7—(1.) It shall be lawful for, but not obligatory upon, a Trustee to insure against loss or damage by fire any building or other insurable property to any amount (including the amount of any Insurance already on foot) not exceeding three equal fourth parts of the full value of such building or property, and to pay the premiums for such Insurance out of the income thereof, or out of the income of any other property subject to the same trusts, without obtaining the consent of any person who may be entitled wholly or partly to such income.

(2.) This Section shall not apply to any building or property which a Trustee is bound forthwith to convey absolutely to any *cestui que* trust upon being requested so to do.

8—(1.) In any action or other proceeding against a Trustee or any person claiming through him, except where the claim is founded upon any fraud or fraudulent breach of trust to which the Trustee was party or privy, or is to recover trust property or the proceeds thereof still retained by the Trustee, or previously received by the Trustee and converted to his use, the following Provisions shall apply :—

Statute of limitations may be pleaded by Trustees.

(a.) All rights and privileges conferred by any Statute of Limitations shall be enjoyed in the like manner, and to the like extent, as they would have been enjoyed in such action or other proceeding if the Trustee or person claiming through him had not been a Trustee or person claiming through him.

(b.) If the action or other proceeding is brought to recover money or other property, and is one to which no existing Statute of Limitation applies, the Trustee or person claiming through him shall be entitled to the benefit of and be at liberty to plead the lapse of time as a bar to such action or other proceeding in the like manner, and to the like extent, as if the claim had been against him in an action of debt for money had and received, but so nevertheless that the Statute shall run against a married woman entitled in possession for her separate use, whether with or without a restraint upon anticipation, but shall not begin to run against any Beneficiary unless and until the interest of such Beneficiary shall be an interest in possession.

(2.) No Beneficiary as against whom there would be a good defence by virtue of this Section shall derive any greater or other benefit from a judgment or order obtained by another Beneficiary than he could have obtained if he had brought such action or other proceeding, and this Section had been pleaded.

(3.) This Section shall apply only to actions or other proceedings commenced after the first day of January, 1891.

and shall not deprive any Executor or Administrator of any right or defence to which he is entitled under any existing Statute of Limitations.

Investments on  
Mortgage of long  
terms.

9—A power to invest trust money in Real Securities shall authorise, and shall be deemed to have always authorised, an Investment upon Mortgage of property held for an unexpired term of not less than two hundred years, and not subject to any reservation of rent greater than one shilling a year, or to any right of redemption, or to any condition for re-entry except for non-payment of rent.

Trustee of renew-  
able Leaseholds  
may renew.

10—It shall be lawful for any Trustee of any Leaseholds for lives or years which are renewable from time to time, either under any covenant or contract or by custom or usual practice, if he shall in his discretion think fit, and it shall be the duty of such Trustee if thereunto required by any person having any beneficial interest, present or future or contingent, in such Leaseholds, to use his best endeavours to obtain from time to time a renewed Lease of the same hereditaments on the accustomed and reasonable terms; and for that purpose it shall be lawful for any such Trustee from time to time to make or concur in making such Surrender of the Lease for the time being subsisting, and to do all such other acts as shall be requisite in that behalf; but this Section is not to apply to any case where by the terms of the Settlement or Will the person in possession for his life or other limited interest is entitled to enjoy the same without any obligation to renew the Lease, or to contribute to the expense of renewing the same, unless the consent in writing of such person is obtained to such renewal on the part of the Trustee.

Power to Trustee  
to raise money to  
meet fines on re-  
newal of Lease.

11—In case any money shall be required for the purpose of paying for the renewal of any Lease as aforesaid, it shall be lawful for the Trustee effecting such renewal to pay the same out of any money which may then be in his hands in trust for the persons beneficially interested in the lands to be comprised in the renewed Lease, and if he shall not have in his hands as aforesaid sufficient money for the purpose it shall be lawful for the Trustee to raise the money required

by Mortgage of the hereditaments to be contained in the renewed Lease, or of any other hereditaments for the time being subject to the subsisting uses or trusts to which the hereditaments comprised in the renewed Lease shall be subject: and no Mortgagee advancing money upon such Mortgage purporting to be made under this Power shall be bound to see that such money is wanted, or that no more is raised than is wanted for the purpose aforesaid.

12.—This Law shall apply as well to Trusts created by Instruments executed before as to Trusts created after the passing of this Law:—

Application of  
Law.

Provided always that, save as in this Law expressly provided, nothing therein contained shall authorise any Trustee to do anything which he is in express terms forbidden to do, or to omit to do anything which he is in express terms directed to do, by the Instrument or Instruments creating the Trust.





# The Public Water Supply Law, 1889.

## ARRANGEMENT OF SECTIONS.

### MISCELLANEOUS.

#### Section.

1. Repeal Clause.
2. Exemptions from operation.
3. Definition.

#### *Construction of Works.*

4. Application for Power to construct Water Works.
5. Defining of Water Supply District.
6. Powers of Board to construct.
7. Powers of Director of Public Works.

#### *Acquisition of Lands.*

8. Power to acquire Lands.
9. Lands Clauses Law applied.
10. Vesting of Lands.
11. Power to alter Streets, &c.
12. Sale of Superfluous Lands.

#### *Financial.*

13. Advances for Construction, &c.
14. Rates chargeable therewith.
15. Repayment.

#### *Rates and Charges.*

16. Water Supply Rates.
17. Rates on Government Buildings.
18. Existing Rates.
19. Rights of Ratepayers to Supply of Water.
20. Contracts.
21. Sales of Water.

#### *Water Supply Accounts.*

22. Accounts to be kept.
23. Payments in.
24. Payments out.
25. Expenses of Collection.
26. Deficiencies.

#### *Management.*

27. By-laws.
28. Publication thereof.
29. Fittings.



*Legal.*

30. Power of enforcing Rates.

31. Stamps.

*Offences, &c.*

32. Arrest on View.

33. Damage to Works, &c.

34. Fraudulent taking of Water.

35. Altering Fittings.

36. Free Process.

37. Time Limitation.

38. Enforcement of Penalties.

Application thereof.



## JAMAICA—LAW 28 OF 1889.

*The Public Water Supply Law, 1889.*

[28th November, 1889.]

**W**HEREAS it is desirable to consolidate and amend the Preamble.  
Public Water Supply Laws, 1873-1888 :—

Be it enacted by the Governor and Legislative Council of  
Jamaica, as follows :—

### MISCELLANEOUS.

1—Laws 24 of 1873, 18 of 1881, 8 of 1886 and 29 of 1888, Repeal Clause.  
are hereby repealed :—Provided nevertheless that such Repeal  
shall not affect the validity, effect or consequences, of any-  
thing already done or suffered, or any existing status, capacity  
or trust, or any right or title already acquired or accrued, or  
any recovery or proceeding in respect thereof.

2—This Law shall not apply to or be in force in any part  
of the Parishes of Kingston and Saint Andrew which is or  
shall for the time being be supplied with Water by the King-  
ston and Liguanea Water Works Commissioners, or any part  
of the Parish of St. Catherine which is or shall for the time  
being be supplied with Water by the Spanish Town Water  
Commissioners. Places <sup>§</sup>where <sup>2</sup>this  
Law not in force.

3—In this Law, unless the context renders a different in- Definitions  
terpretation necessary,—

The terms “Water Work” and “Water Works” include  
tanks, wells, reservoirs and all other receptacles for Water,  
constructed or used under this Law ;—

The terms "Water Way" and "Water Ways" include all aqueducts, gutters, drains, culverts, pipes, streams and rivers, and all other means and apparatus in any way built, constructed, diverted or used, under this Law for the purpose of supplying any District with Water;—

The word "District" means a District defined under any of the said repealed Laws or under this Law;—

The term "Parochial Board" includes Municipal Board.

#### CONSTRUCTION OF WORKS.

Application for  
Power to construct  
Water Works.

4—It shall be lawful for the Parochial Board of any Parish to apply to the Governor from time to time to authorise the construction of Water Works under this Law, or the enlargement or improvement of any Water Works already constructed or in course of construction under any of the Laws hereby repealed, or any authority given under any of the said Laws, and the Governor may give or refuse such authority as he may think fit.

Water Supply Dis-  
tricts—Definition  
of.

5—In each case in which the Parochial Board of any Parish has been or shall hereafter be authorised to construct any Water Works under Law 24 of 1873, or this Law, it shall be lawful for the Governor in Privy Council to define the limits of the District for which such Water Supply is or shall be provided, and from time to time, as he shall think fit, to enlarge, lessen or alter, such limits, as also the limits of any District already defined by the Governor in Privy Council under Law 18 of 1881.

Powers of Paro-  
chial Boards to con-  
struct works.

6—Each Parochial Board so authorised shall have power to construct such Water Works, and make such Waterways, as may be deemed necessary or advisable, and to repair, improve, enlarge and renew, the same respectively, and shall have power to alter or regulate the course of any river (not being navigable), stream or watercourse, in such manner as may be deemed necessary for the purposes of this Law; but full compensation for all damages sustained by any person in consequence of such alteration or regulation shall be made under the Provisions of The Lands Clauses Law, 1872 (Law

26 of 1872) and shall be ascertained and enforced in the manner therein prescribed.

7—Each Parochial Board so authorised may, by Resolution, request the Director of Public Works to construct, enlarge, improve or repair, all or any of the Water Works so authorised, or perform any works connected with the same or the Waterways thereof;—whereupon, if the Governor shall authorise the Director of Public Works to undertake the same, the Director of Public Works shall be invested with all the powers in such behalf vested in such Parochial Board under the last preceding Section and Section 11 of this Law, and shall have and may exercise all and every of the powers, privileges and immunities, which are by any Law vested in or granted to him as Director of Public Works under any Law of this Island, so far as the same are or may be in any way applicable to the Works undertaken by him under this Law.

Powers of Director of Public Works if authorised to undertake any Water Supply Works.

#### ACQUISITION, &c. OF LAND.

8—For the purpose of carrying out this Law it shall be lawful for the Parochial Board of any Parish, with the general or special approval of the Governor, to acquire under the Lands Clauses Law, 1872, or in any other manner, lands, and such rights and easements in upon over or under lands, as may be deemed necessary for constructing the Works and obtaining and securing as large a Supply of Water as may be necessary for any District.

Power to acquire lands, &c.

9—The Lands Clauses Law 1872 is incorporated with this Law, except Sections 10, 11, 84, 88, 89, 90, 91, 92, 93, 101, 104, 105, and so much of Section 106 as gives any right to the Treasurer to deduct a per centage from money paid into the Treasury, and except so far as the said Law is inconsistent with or varied by the Provisions of this Law; and in construing the same the Parochial Board of the Parish authorised to construct Water Works under this Law shall be deemed to be "the Promoters of the Undertaking;" and all costs and moneys payable by the Promoters of the Undertaking shall be chargeable primarily to the moneys in the hands of the Trea-

Law 26 of 1872 partially incorporated.



suror to the credit of the Parish applicable to the purposes of the said Water Works, and shall not in any way be chargeable against the individual members of the Parochial Board personally, nor shall they, or any or either of them, be liable personally for any penalty by the said Law imposed on the Promoters of the Undertaking.

**Vesting of lands and management of Works.**

10—All lands acquired under this Law shall be conveyed to and vested in, and all lands acquired under any of the said Repealed Laws shall continue to be vested in, the Colonial Secretary of Jamaica and his successors, and shall be held by him for the purposes of this Law, and for securing the re-payment of all moneys advanced under the said Laws or this Law, and of interest thereon :—Provided that in each Parish the Parochial Board shall have the entire occupation, management and control, of all the Works constructed or used under the said Laws or this Law, and of the public Water Supply thereat, and of the lands, rights and easements, purchased therefor.

**Power to alter streets, roads, &c.**

11—The Promoters of the Undertaking, as herein explained, shall have power, with the approval of the Governor, to alter, for the purposes of this Law, as they may consider to be necessary, any roads, streets or lanes, adjoining or near to the land acquired under any of the said Laws or this Law, and may acquire land under this Law for the purpose of adding to or altering any such roads, streets or lanes.

**Sale of superfluous lands.**

12—Any superfluous lands vested in the Colonial Secretary under any of the said Repealed Laws or this Law, and any lands which shall hereafter cease to be needed or used for the purposes of this Law, may, with the approval of the Governor, be sold by the Parochial Board of the Parish acquiring the same, and shall be conveyed by the Colonial Secretary to such persons and in such manner as such Parochial Board may direct.

Such land so conveyed shall be thereupon discharged from any trust created by this Law, and the purchase moneys shall be paid into the Treasury, to the credit of the Water Supply Account of the District in which such superfluous lands may be situate.

FINANCIAL.

13—The Governor may order that the whole or any part of the amount required for the construction, enlargement, improvement and maintenance, of such Works as have been or shall be authorised as aforesaid shall be advanced by the Treasurer to the Parochial Board so authorised, in such manner, by such instalments and at such periods, as the Governor shall from time to time direct.

Advances for construction or maintenance of Works.

14—All advances already made or which shall hereafter be made by the Treasurer to any Parish for or towards the construction, enlargement, improvement or maintenance, of any Water Works constructed or to be constructed under any of the Laws hereby repealed or under this Law, shall be charges upon and payable primarily out of the Rates leviable under this Law within the District for which such Water Supply is provided, and in case such Rates prove insufficient for payment of the said advances and interest at the times when the same are payable respectively, the deficiency shall be made good out of the Parochial General Purposes Fund of the Parish; and the Parochial Board of the said Parish is hereby authorised and required from time to time to increase the Parochial General Purposes Rate so far as may be necessary to make good any such deficiency, and the said Rate is hereby made liable for the payment thereof, and for the payment of interest thereon at a rate not exceeding Five pounds per centum per annum, which shall be written up at the close of each financial year to the debit of the Water Supply Account hereinafter mentioned of the District assisted.

Repayment of advances and interest,—on what rates charged.

15—It shall be lawful for the Governor, at the time of making any advance under this Law, to determine what proportion of the capital sum advanced shall be paid each year, by way of interest and towards the payment of principal, by the Parochial Board to which such advance has been made, and also when the first of such payments shall be made, and until such first payment is made the annual interest on such advance shall be added to the principal:—

Provision for repayment.

Provided always that it shall be lawful for the Parochial



Board to repay at any time the amount of such advance, and the interest thereon, out of any money at their disposal which may be lawfully so applied:—

And Provided further that the Governor may in his discretion, under any special circumstances, and on the application of the Parochial Board of the Parish, diminish the proportion of the sum advanced under any of the Repealed Laws or under this Law that is to be paid in any one year.

It shall be lawful for the Parochial Board to receive and give releases for any gift, grant or legacy, from any person for the purposes of any Works for providing a Supply of Water within its Parish.

#### RATES AND CHARGES.

##### Water Supply Rates.

16—After the publication in the Jamaica Gazette of the definition of any District it shall be lawful for the Parochial Board of the Parish, with the approval of the Governor in Privy Council, to fix a Water Rate to be raised and paid throughout such District for the purposes of this Law.

##### Principle of rating.

(1.) Each Water Rate may be fixed either by a uniform rating on the annual value of the property in respect whereof the same is payable, or by a graduated scale of charges based either on such annual value or on the Supply of Water, and may be altered from the one to the other:—In fixing any such Water Rate special provision may be made for a diminution or increase of Rate for certain classes of houses, based upon the purpose for which the ratable house is used.

##### Subjects of Rates.

(2.) Any such Rate shall be made payable in respect of each house (as defined by Section 4 of Law 5 of 1868) in such District liable to the Poor Rate, and it may also be made payable in respect of each head of horsekind and horned or other stock owned or possessed within such District by any resident therein.

##### When payable.

(3.) Any such Rate shall be payable in advance for such period (not being less than one or more than twelve months) as the said Board, with the approval aforesaid, shall fix, and shall be paid by the occupier of such house, or the owner or possessor of each head of horse-

kind or horned or other stock in case the same is made payable in respect of horsekind and stock, during the whole or any part of such period, to the Collector or Assistant Collector of Taxes for the District, at his office, on such day or days as such office may be open for the purpose; and in case of non-payment, payment may be enforced under the Provisions of the Tax Collection Law, 1867, (Law 32 of 1867) and any Law amending the same, as if the person liable to pay the same had made a return thereof under the Tax Collection Law, 1867, and had failed therewith to pay the same.

- (4.) It shall be no objection to any Rate made under this Law that it is fixed at a lower scale in some portions of the District than in others, if in the judgment of the Governor in Privy Council it is impracticable to give to such first-mentioned portions of the District the same facilities and advantages in respect of the Supply of Water as are given to the other portions, and less facilities and advantages are given accordingly. Differential rating.

- (5.) Any such Rate or Rates may from time to time be altered or diminished as the Governor in Privy Council shall see fit, or increased to such an extent as may be necessary to make good sums debited from time to time to the Water Supply Account of the District. Alteration of Rates.

- (6.) Any Rate fixed as aforesaid, or any alteration, diminution or increase, of the same shall take effect from the first day of the month next after that in which the Water shall have been supplied from the beginning of the month:—Provided always that it shall not take effect from an earlier day than the first day of the month next after that in which it shall have been fixed, altered, diminished or increased, as aforesaid. When Rates commence.

17—The Government of this Island shall be liable to the prescribed Water Rate in respect of all buildings belonging to this Island or used by them for public purposes within any District, in the same way that the occupier of such property would have been liable if it had belonged to a private person; Rates on Government Buildings.

and the Treasurer shall, for the purposes of this Law, upon the order of the Governor, pay to the credit of the Water Supply Account hereinafter mentioned for each District in which such buildings are situate, the amount of the Water Rate payable in respect of such property. For the purposes of this Law the ratable value of buildings belonging to or used by the Government shall be fixed in the same manner as that of buildings liable to Poor Rates.

**Existing Rates.**

18—Any Water Rate heretofore fixed in any District by the Parochial Board of any Parish, and approved by the Governor in Privy Council, shall, in so far as it may be in conformity with, or capable of being supported under, the Provisions of this Law, be deemed to be as valid and effectual under the Provisions of this Law as if it had been made since the passing of this Law.

**Rights of Rate-payers to Water.**

19—Every person resident within a District who shall pay the Water Rates for such District in manner aforesaid, and produce when required his receipt therefor, shall be entitled to be supplied with Water from the Public Water Supply of such District, subject only to the Rules and Regulations for the time being affecting the same made and approved under this Law, and to any limit which shall thereby be prescribed.

**Contracts for supply of water.**

20—Subject to the obligations imposed by the last preceding Section, any Parochial Board having a Public Water Supply may enter into contracts with any bodies corporate or politic, or with any person or persons whomsoever, for the Supply of Water in such quantities, at such times, and in such manner, and at such prices, payable in such manner and at such times, as may be agreed on, to or for any premises not situate within a District, or to or for any institution, public or private, wheresoever situate, or to or for any ship or other Vessel. All applications for any such Supplies of Water shall be made in such Form, and subject to such Regulations, as such Parochial Board shall from time to time require.

**Sales of water.**

21—The Parochial Board of any Parish may sell and dispose of and deliver Water from the Water Works in any District in such Parish at such prices and times, and in such man-



ner, and by such agents, as they may from time to time appoint, and may employ such agents or servants for the purpose of retailing and superintending the delivery of such water, and on such terms of a fixed salary or commissions, and of accounting for and paying over all sums of money received for such sales of Water, as they shall think fit; and all moneys so received shall be paid over to the Clerk of such Board, and shall be paid by him to the Treasury, to the credit of the Water Supply Account of such District hereinafter mentioned.

#### WATER SUPPLY ACCOUNTS.

22—The Treasurer shall open and keep in the Treasury books separate Accounts with each Parochial Board which has obtained, or which shall hereafter obtain, advances for Water Supply purposes in respect of any District, of the sums so advanced, and of all interest thereon, and of all sums paid from time to time under Section 24 of this Law, and of all collections, payments and credits, in respect thereof, which Account shall, in each case, be opened as the Water Supply Account for the District assisted.

Accounts in Treasury books for each District.

23—All money received by any Collector of Taxes for or in respect of any Water Rate under this Law, or by any Parochial Board for Water supplied under this Law, shall be paid into the Treasury, to the credit of the Water Supply Account of the District for which such Water Supply is provided.

Payments in.

24—The Treasurer shall from time to time pay, from the moneys in his hands at the credit of the Water Supply Account for any District, the drafts of the Parochial Board of the Parish in which such District lies, drawn against such Account in respect of the construction of the Works authorised, and of the current charges of management and maintenance of the same, and of such extraordinary charges for repairs and renewal of Works, and for new Works, and for purchases of additional property, and for any other extraordinary expenses, as may be authorised by the Governor specially under this Law.

Payments out.

Expenses of collection.

25—It shall be lawful for the Treasurer to deduct, from the amount of all Water Rates collected and paid over to him by any Collector of Taxes under this Law, a sum equal to five pounds per centum on such amount, to cover expenses of collection; and such percentage shall form part of the General Revenue of the Island.

Deficiencies how payable.

26—In case, upon the Accounts kept under this Law between the Treasurer and any Parochial Board in respect of any Water Works authorised to be constructed as aforesaid, and in respect of which an advance or advances have been made by the Treasurer, it shall appear that the Water Rates to be credited as aforesaid, after deducting the authorised expenditure to be debited as aforesaid, are in any year insufficient to pay the interest upon such advance or advances together with the proportion of the capital sum payable as aforesaid, the Treasurer shall make good such insufficiency out of the first moneys coming to his hands as the proceeds of the Parochial General Purposes Rates leviable within such Parish under the Provisions of Law 10 of 1886, and such appropriation shall be legal, anything in the said Law to the contrary notwithstanding.

#### MANAGEMENT.

By-Laws

27—It shall be lawful for the Parochial Board of each Parish in which there may be a Water Supply District from time to time to make, alter or rescind, By-Laws for the prevention of waste of Water, or any improper use of pipes or fittings, and for regulating the use of the Water Works and Water Ways, and the sale and delivery and supply and use of Water within such District, and for prescribing the amount, manner and limit, of such Supply to each Rate-payer, and for defining and regulating the powers, rights, duties and conduct, of the persons employed in and about the Water Works, and of all persons seeking a Supply of Water therefrom, and for the cutting off and stoppage of the Supply of Water to houses the Water Rate of which is in arrear and unpaid.

Such By-Laws, alterations and rescissions, respectively shall not come into operation until they have been approved by the

Governor in Privy Council, who shall have power to allow, sal ow, add to or alter, such By-Laws.

Any breach of any By-Law for the time being in force shall be punishable by a penalty not exceeding five pounds.

If any damage be done by any person in breach of any such By-Law, he shall be liable to pay, in addition to the said penalty, the amount of such damage, or, in default of payment forthwith, to imprisonment, with or without hard labor, for a period not exceeding three months.

By-laws already made and approved in respect of any District already defined under any of the Laws hereby repealed shall, in so far as they might be lawfully made under the Provisions of this Law, be deemed to have been made under this Law, and shall continue in force, except in so far as they may be in excess of the powers conferred by this Law for the making of By-Laws, or except in so far as they may from time to time be rescinded or altered under the Provisions of this Law for the rescinding or altering of By-Laws.

28—The By-Laws in the last preceding Section mentioned shall be published in the Jamaica Gazette, and in at least one daily paper published in Kingston, and in one other Newspaper published in the Island, after they have been approved by the Governor in Privy Council; but it shall not be necessary in any proceeding to enforce such By-Laws to prove that the same have been so published, but it shall be lawful to prove that they have not been so published.

Publication of  
By-Laws.

29—All fittings for the conveyance delivery or storage of Water, which may be required by any occupier of property to be placed in connexion with fittings belonging to a Parochial Board, shall be in all respects subject to the approval of such Board, and shall be kept constantly in serviceable condition to the satisfaction of the Board, at the expense of the party who may require them, and any such fittings not so approved or kept serviceable as aforesaid may be removed by or under the direction of the Parochial Board, or the Parochial Board in their option may cut off the Supply of Water from the premises where such fittings shall be placed.

Fittings.



## LEGAL.

Recovery of Rates,  
&c., by Suit.

30—Notwithstanding the means of collection of Rates hereby provided, any Parochial Board may, in addition thereto or in lieu thereof, proceed to recover and enforce the same, or any arrears thereof, or any moneys payable to them under this Law, or under any contract made with them, by action, plaint or suit, at Law or in Equity, and by execution and proceedings thereunder, or upon any judgment thereon.

Documents free  
from Stamp duty.

31—All conveyances, leases, contracts and other documents, made or given by or to the Colonial Secretary, the Director of Public Works, or any Parochial Board, in proceedings under this Law shall be free of Stamp Duty.

## OFFENCES, &amp;c.

Arrest on view.

32—The person in charge of any well or tank, or other place of Water Supply provided under this Law, or otherwise by any Parochial Board, shall have power to apprehend or cause to be apprehended, without Warrant, any person who shall, in his view, at or near such well, tank or place, commit any nuisance, or any breach of the By-Laws made and approved as aforesaid, and shall also have, at and near such well, tank or place, the powers of a Constable.

Damage to Works,  
&c.

33—Every person who shall in any way destroy or damage any Water Works, or destroy damage or obstruct any Waterway, or in any way defile or injure the Water in any Water Works or Waterways, shall be liable to a penalty for each offence not exceeding ten pounds.

Frauds.

34—Any person who shall fraudulently take or attempt to take any Water from any Water Work or Waterway constructed or used under this Law and in the exclusive possession of a Parochial Board, and any person who shall by any means fraudulently obtain Water from any such Water Work or Waterway in excess of any quantity that he may be authorised to take, shall be liable to a penalty not exceeding thirty pounds.

Tampering with  
pipes, &c.

35—No person shall make any alteration in, or any connection with, any of the pipes or fittings of any Parochial Board,

without the permission of such Parochial Board being first had and obtained; and every person convicted of so doing shall be liable to a penalty not exceeding five pounds.

36—In any prosecutions under this Law, the several Parochial Boards and their Officers shall have free process in any of the Courts of Judicature of this Island.

Free process.

37—All prosecutions for offences against this Law, or against any By-Laws thereunder, shall be commenced within three calendar months after the commission thereof.

Time Limitation  
for prosecution.

38—All Penalties imposed by this Law shall be enforced in a summary way before any two Justices of the Peace or a Resident Magistrate, who, in default of payment forthwith, may award imprisonment, with or without hard labor, for any period not exceeding three months.

Enforcement of  
Penalties.

All Penalties recovered shall be credited to the Water Supply Account of the District in or in respect of which the Offence was committed: Provided, that the Magistrate or Justices adjudging any such Penalty may, in his or their discretion, direct that a sum not exceeding one-third part thereof shall be awarded and paid to the informant or person instituting the prosecution.

Application  
thereof.





## JAMAICA—LAW 29 OF 1889.

*The Appropriation Law, 1889-90.*

[18th November, 1889.]

**W**HEREAS of the amount of five hundred and sixty-seven thousand six hundred and twenty-seven pounds, three shillings and five pence, required for the service of the Civil Government of this Island, and for other purposes, for the Financial Year to end on the 30th day of September, one thousand eight hundred and ninety, the sum of one hundred and ninety-six thousand and ninety pounds, thirteen shillings and three pence, has been provided for by Law, and it is now requisite to make a further provision of three hundred and seventy-one thousand five hundred and thirty-six pounds, ten shillings and two pence:—

Preamble.

Be it enacted by the Governor and Legislative Council of Jamaica, as follows:—

1—The Treasurer of the Island shall, on the Warrant of the Governor, pay a sum not exceeding in the aggregate three hundred and seventy-one thousand five hundred and thirty-six pounds, ten shillings and two pence, for defraying the several charges and expenses of the Civil Government of this Island, and for other purposes, for the Financial Year to end on the thirtieth day of September, one thousand eight hundred and ninety, set forth in the Schedule to this Law annexed.

£371,536 10s. 2d.  
appropriated.

## SCHEDULE TO APPROPRIATION LAW.

		£	s.	d.
Administrative Departments	...	26,534	16	1
Revenue Departments	...	32,116	3	11
Postal Service	...	20,571	5	11
Telegraphs	...	4,823	9	2
Judicial	...	5,032	15	0
Medical	...	43,889	15	0
Constabulary	...	47,870	8	8
Prisons	...	19,122	0	0
Education	...	38,846	10	0
Harbours and Pilotage	...	202	7	6
Military	...	5,188	11	8
Steam Communication round Island	...	1,800	0	0
Steam Communication with Halifax	...	816	13	4
Subsidy to West India and Panama Telegraph Company	...	2,000	0	0
Island Record Office	...	300	0	0
Printing and Stationery Establishment	...	6,623	0	0
Institute of Jamaica	...	1,067	18	0
Public Gardens and Plantations	...	4,752	0	0
Jamaica Railway	...	32,528	0	0
Miscellaneous	...	5,359	4	0
Public Works	...	72,091	11	11
<b>Total</b>	...	<b>£371,536</b>	<b>10</b>	<b>2</b>



# JAMAICA—LAW 30 OF 1889.

*The Sale of Deposited Warlike Stores Law, 1889.*

[18th November, 1889.]

WHEREAS Warlike Stores deposited for safe custody in the Magazine at Fort Augusta and other places authorised by the Governor are frequently left so deposited for an unreasonable time, and it is desirable to enable the Government to sell and dispose of such of them as shall be so improperly left in deposit without being cleared for export or use in the Island:—

Preamble.

Be it enacted by the Governor and Legislative Council of Jamaica, as follows:—

1—In this Law:—

Definitions.

- (a.) The term "Place of Deposit" means the Magazine at Fort Augusta, and any place for the time being appointed or approved by the Governor as a proper place for the deposit of gunpowder.
- (b.) The term "Warlike Stores" means and includes Dangerous Explosives and Gunpowder as defined by Law 19 of 1885, and Arms, Ammunition, Military or Naval Stores, and any other articles which are or shall be deposited in a Place of Deposit under any Law of this Island.
- (c.) The term "Owner," includes every person who is for the time being entitled, either as Owner or Agent for the Owner, to the possession of the Warlike Stores, subject to any lien thereon.

2—All Warlike Stores which have been in any Place of Deposit for one year or upwards shall be cleared, either for

Within what time Warlike Stores are to be cleared.



Island use or exportation, within one year after the passing of this Law,—and all Warlike Stores which have been in any Place of Deposit for less than one year, or which shall or may hereafter be deposited in a Place of Deposit, shall in like manner be cleared for Island use or exportation within two years from the date when they were or shall be so deposited,—unless in either case the Collector General shall, on application in writing by the Owner thereof, grant a Permit in writing allowing an extension of the time for clearing the same to some day to be therein named, and in all such cases shall be cleared at or before the expiration of the time allowed by such Permit:—

Provided nevertheless that any Owner of such Warlike Stores may clear the same, in due course, at any time before the same are disposed of under the authority of this Law, on paying all expenses incurred in arranging for and advertising the intended sale thereof, in addition to all duties, storage and other charges, payable in respect of such Warlike Stores.

Power to sell  
Warlike Stores  
remaining  
uncleared.

3—If any Warlike Stores shall not be duly cleared and delivered for use in the Island or exported within the period hereby limited for clearing the same, or when any such Permit as aforesaid is granted within the time thereby allowed, it shall be lawful for the Collector General by writing to direct the sale thereof, and to direct if any and what notice of such intended sale shall be given to any person or persons, and to whom, and thereupon, after the expiration of such special notice (if any), and after two weeks' public advertisement thereof in the Jamaica Gazette and at least one Newspaper, whether or not any special notice is directed to be given, such Warlike Stores may be sold at public auction, by such person or persons as the Collector General shall appoint; and the proceeds of every such Sale shall be paid and applied in and about the payment of the expenses of and incident to such Sale, and of the duties and warehouse or storage charges payable upon or in respect of such Warlike Stores, and the surplus (if any) to the Owner of such Warlike Stores, if known; but if such Owner is not known or cannot be found such surplus shall be carried to the Account of the Public of this Island, to abide the claim of such Owner thereto.



*Disallowed*

# JAMAICA—LAW 31 OF 1889.

*The Cadastral Survey Law, 1889.*

[21st November, 1889.]

**W**HEREAS it is expedient that an accurate trigonometrical Survey be made of this Island, and that Maps be prepared therefrom on which shall be delineated, among other things, the Boundary Lines of the various Estates and Holdings into which the Land is divided :— Preamble.

And Whereas it is desirable, for the settlement of all doubts and disputes with regard to any of such Boundary Lines, that thereafter the Lines so delineated on the said Maps shall become decisive evidence of the position relatively to each other, and to the Landmarks to be indicated on the said Maps, of the said Boundary Lines in every case :—

Be it enacted by the Governor and the Legislative Council of Jamaica, as follows :—

1—With this Law is incorporated the Lands Clauses Law, 1872, (Law 26 of 1872,) except Sections 10, 11, 12, 13, 14, 15, 16, 84, 101, 105 and 106, and except where the Provisions of that Law are inconsistent with the Provisions of this Law. Law 26 of 1872  
partially incor-  
porated.

2—The persons for the time being holding respectively the Offices of Attorney General, Director of Public Works, Collector General and Surveyor General, are hereby appointed Commissioners, of whom three shall be a quorum, for carrying out under the Orders of the Governor the objects mentioned in the Preamble to this Law, and for other purposes as provided by this Law ; and such Commissioners shall be styled " The Cadas The Cadastral  
Survey Commis-  
sioners.

tral Survey Commissioners," and shall be capable of suing and being sued by that name.

**Definitions.**

3—In this Law the term "The Commissioners" shall mean the Commissioners appointed by the preceding Section, and the term "The Managing Commissioner" shall mean the Managing Commissioner appointed by Section 4.

**The Managing Commissioner and Officers and office of the Commissioners.**

4—The Surveyor General shall be the Managing Commissioner, and shall have such powers as the Commissioners with the sanction of the Governor shall delegate to him.

The Clerk and Accountant to the Surveyor General shall be the Secretary and Accountant to the Commissioners.

The office of the Commissioners shall be at the office of the Surveyor General.

**Further Definitions.**

5—In this Law and in the Lands Clauses Law incorporated herewith—

The term "The Promoters" shall mean the Managing Commissioner appointed by the preceding Section.

"The Undertaking" shall mean the Survey of the Island under this Law, and the construction and maintenance of permanent Landmarks in connection therewith.

"Landmark" shall mean any natural object or artificial structure on which shall be inscribed the Mark of the Commissioners prescribed by Section 12 hereof.

**Non-liability of Commissioners personally.**

6—The Commissioners shall be exempt from all personal responsibility in respect of any suit action or other proceeding against them as such Commissioners; and any sum of money, damages or costs, which may be recovered against them as such Commissioners shall be paid by the Treasurer with the sanction of the Governor out of the money in his hands at the credit of the Commissioners.

**Appropriation of proceeds of Tax under Law 16 of 1889.**

7—On and after the coming into operation of this Law the proceeds of the Tax authorized by Law 16 of 1889 shall be placed by the Treasurer to the credit of the Commissioners, and the Treasurer shall pay the drafts of the Commissioners for such purposes and to such extent as may be authorised by the Governor generally or specially.



8—The Accounts of the Commissioners shall be submitted to and audited by the Auditor General in such manner and at such times as that Officer shall from time to time require and direct.

Audit of accounts of Commissioners.

9—The Commissioners shall appoint a competent person who shall be and is hereinafter called the Director of the Cadastral Survey, and also a sufficient number of competent persons who shall be and are hereinafter called Assistant Surveyors, who shall be under the orders of the Director of the Cadastral Survey, and shall be respectively classified in such grades as the Commissioners shall determine.

Director of the Cadastral Survey and Assistant Surveyors.—  
Their appointment, grading, salary, &c.

Every such appointment must be sanctioned by the Governor before being made, and the terms and conditions of employment, and the salary to be paid, shall in every case be such as the Governor shall have approved.

10—The Director of the Cadastral Survey and the Assistant Surveyors shall make an accurate triangulation and measurement of the Island of Jamaica as bounded on all parts by the sea at low water mark, and shall survey in all public roads, railways, buildings, rivers and water courses, all walls and permanent fences of every description, and the boundary lines of properties where marked upon earth, and such other natural and artificial features of the land as the Commissioners shall direct.

Duties of the Director of the Survey and Assistant Surveyors as to making Survey and Maps.

The Director of the Cadastral Survey and the Assistant Surveyors shall, from their notes taken upon the ground, prepare a Map of the Island of Jamaica on such a scale, not being smaller than  $\frac{1}{32,000}$  of the full size, as the Commissioners shall direct. The said Map shall be in sheets of the net dimension within the border lines of 36 inches long by 24 inches wide.

Upon such Maps shall be delineated all public roads, railways, buildings, rivers and water courses, all walls and permanent fences of every description, and the boundary lines of all properties and holdings so far as the same shall be ascertainable, and all natural and artificial Landmarks which shall have been used for the purposes of the Cadastral Survey, and also such other natural or artificial features as the Commissioners may direct.

There shall be omitted from such Maps all such Forts and Naval and Military Establishments as the Governor shall direct to be omitted.

The Commissioners may direct a separate Map of any town to be prepared on a larger scale than the general Map of the Island.

Upon the Maps shall also be inscribed the names of the respective Counties, Parishes, Districts, Towns, Villages, Public Buildings, Rivers and Watercourses, and the generally recognised names of the various properties and settlements; and also on the sea bounding the Island shall be inscribed the names of the various headlands, points, bays, creeks, inlets and harbours, on the coast line.

Every sheet of the Map shall be enclosed by border lines running due North and South and East and West coinciding with the corresponding border lines of the adjoining sheets, and outside of this border line shall be indicated the various degrees, minutes and seconds, of Latitude and Longitude pertaining to such sheet. Upon the blank margin of each sheet shall be delineated a correct scale of half a mile, divided into furlongs, chains and links, and also a correct scale of half a mile divided into feet for the purpose of making measurements upon the Map.

They are to be  
deemed admitted  
Surveyors:—

11—The Director of the Cadastral Survey and the Assistant Surveyors shall, for the purposes of this Law, be deemed to be duly admitted Surveyors within the meaning of Law 33 of 1869.

Powers of Director  
and Assistant Sur-  
veyors for entry  
on Land &c.

12—The Director of the Cadastral Survey and the Assistant Surveyors may at any time, after giving three days notice in writing to the Occupier, enter upon any Land for the purposes of the Cadastral Survey, accompanied by laborers, workmen and other assistants, and may erect thereupon such temporary or permanent Landmarks, posts, stakes and instruments, as the Undertaking may require, and upon such Land may make such clearings and do all such work as may be necessary for the Undertaking.

Power of Manag-  
ing Commissioner  
of his appointee to

The Managing Commissioner, or any person authorized by an Order in writing signed by him, may from any part of any

Land take such materials as he may require for the purposes of the Undertaking.

take materials from  
Land.

The Land upon which any Landmark, post, stake or instrument, shall be so erected shall be deemed to have been acquired and to have thereby become the property of the Commissioners, but shall revert to the former Owner immediately after the removal of such Landmark, post, stake or instrument, by the Managing Commissioner, or by any person authorized as aforesaid.

The Commissioners shall make compensation to the Owners and occupiers of and all other parties interested in any Lands for all damage sustained by them by reason of the exercise of the Powers given by this Section,—so, however, that notice in writing of any claim for compensation as aforesaid be given to the Commissioners within six months after the doing of the thing in respect of which compensation is claimed.

Compensation.

Such compensation shall be settled either by agreement, or in the manner prescribed by the Lands Clauses Law, 1872. Provided that where lands so entered upon occupied or acquired as aforesaid are savanna, wood land, ruinate or waste land, or uncultivated or unoccupied land, nothing shall be paid by way of compensation.

13—Every Landmark, post, stake and instrument, used for the purposes of the Undertaking shall be identified and protected, either by a person stationed near it for that purpose, or by having conspicuously marked upon it a broad arrow immediately under the letters C. S.

Identification of  
Landmark, &c.

14—Any person who shall, without authority from the Commissioners, inscribe or cause to be inscribed the Mark indicated in the preceding Section, or any colourable imitation thereof, on any tree, rock or other natural object, or on any building or other artificial structure, or on any pole, post or stake, standing or fixed in the ground, shall be guilty of an Offence under this Law, and on summary conviction before any two Justices of the Peace shall be liable to a penalty not exceeding Five Pounds.

Unauthorized  
Markings.



Destroying or  
damaging Land-  
mark, &c.,

15—Any person who shall by himself or by any person under his direction remove, destroy, deface, or wilfully or through negligence cause any damage to any Landmark, post, stake or instrument, employed for the purposes of the Undertaking, shall be guilty of an Offence against this Law, and shall, on summary conviction before any two Justices of the Peace, be liable to a penalty not exceeding Twenty Pounds.

Obstructing per-  
sons acting under  
this Law.

16—Any person who shall hinder or obstruct the Managing Commissioner, or the Director of the Cadastral Survey, or any person duly authorised by either of them in writing, while acting under the Provisions of this Law, shall be guilty of an Offence against this Law, and shall, on summary conviction before any two Justices of the Peace, be liable to a penalty not exceeding Ten Pounds.

Arrest on view.

17—The Managing Commissioner, or any person authorised by him in writing, or any Justice of the Peace or Constable, and all persons whom any of them may at any time call to his assistance, may take into custody without Warrant, to be dealt with according to the Provisions of this Law, any person who is guilty in his sight of any of the above specified Offences.

Duty of persons to  
permit inspection  
of Diagrams, Deeds,  
Plans, &c.

18—Every person who shall be possessed of or shall have custody of any Map, Chart, Plan or Diagram, of the Island of Jamaica, or of any part thereof, or of any property or of part of any property therein, and any Deed in which the Boundaries of any such property or part thereof shall be defined, shall, if required, without charge and within a reasonable time permit the Managing Commissioner or the Director of the Cadastral Survey, or any person authorised by either of them in writing, to have access to such Map, Chart, Plan, Diagram or Deed, and to make and retain a copy thereof:—Provided always that any Commissioned Land Surveyor shall be entitled to be paid such fee as the Managing Commissioner shall in each case determine for and in respect of any Map, Chart, Plan or Diagram, of which he may be lawfully possessed, and of which a copy shall be so made and retained, but in such case he shall, if so required, himself make, certify and supply such copy.

19—The Deputy Keeper of the Records shall from and after the passing of this Law, on or before the 15th day of each month, give notice to the Managing Commissioner of every Deed of Conveyance, Mortgage or Lease, of landed property which shall have been recorded by him during the previous month.

Duty of Record Officers to furnish monthly notice of Deeds recorded or Titles registered.

The Registrar of Titles shall from and after the passing of this Law, on or before the 15th day of each month, give notice to the Managing Commissioner of every Title registered by him during the previous month.

20—So soon as the Map or any such portion of it as the Commissioners shall deem sufficient is completed, a copy of such portion thereof as relates to any Parish shall be deposited by the Commissioners at the Office of the Collector of Taxes of such Parish, and the Commissioners shall cause a Notice to be printed in the next number of the Jamaica Gazette, and in the succeeding twelve numbers thereof, and in at least two newspapers published in this Island, to the effect that such Map has been so deposited, and giving the names of the persons who own or are believed to own the properties and holdings delineated thereon.

Notice of completion of Map or any part thereof.

Every Map so deposited shall be and shall remain open to inspection, by all persons claiming to have any interest in any property or holding delineated thereon, for the space of six months from the date of the first publication of the above-mentioned Notice in the Jamaica Gazette, between the hours of 11 a.m. and 3 p.m. on every day, except Sundays and Public Holidays.

Inspection of Map.

21—Every person who shall have reason to believe that any Boundary Line delineated on the said Map is incorrectly delineated thereon, or that any Boundary Line which ought to be delineated on the said Map is absent therefrom, or that any Boundary Line delineated on the Map ought to be absent therefrom, shall, within six months after the date of the first publication of the above-mentioned Notice in the Jamaica Gazette, give notice in writing to the Managing Commissioner of his objection, and of the correction which he alleges ought to be

Objections to Map, and procedure thereon.

made, and shall furnish to the Managing Commissioner all the evidence which he can produce in support of his allegations.

The Managing Commissioner shall direct the Director of the Cadastral Survey to make careful enquiry, and if necessary a resurvey, in every such case, and shall communicate to the parties interested the result of such enquiry, and his decision thereon.

If within thirty days after the decision of the Managing Commissioner shall have been communicated to the parties interested, they or any one of them give notice in writing to the Commissioners of their or his dissatisfaction therewith, the Commissioners shall appoint a day on which such party or parties and the Director of the Cadastral Survey shall appear before them at a Court House in the Parish in which the Land is situate, and produce evidence in support of their respective views. After hearing and examining all the evidence submitted to them, the Commissioners shall come to a decision on the point or points in dispute, and such decision shall be final and binding on all parties.

Engraving the  
Map and copies  
thereof.

22—So soon as the Commissioners shall have disposed of all the objections made to the Map as provided by the preceding Section, and the Map shall have been, if necessary, corrected in accordance with their decisions, the Commissioners shall cause such Map to be engraved, and a sufficient number of copies to be printed.

Distribution of  
Maps,—by supply  
to Public and Paro-  
chial Officers,—  
and by sale.

So soon as the Commissioners shall have received the printed copies of such Map, they shall without charge supply copies of the whole or of parts thereof to such Public and Parochial Officers as the Governor shall direct, for public purposes.

The Commissioners shall at the same time publish the said Map at their office in Kingston, and shall sell the separate sheets thereof in such manner and at such rates as the Governor may from time to time approve.

The publication of the Map shall be advertized in the Jamaica Gazette every week for at least six months.

The moneys received from the sale of Maps shall be paid into



the Treasury, and shall be placed by the Treasurer to the credit of the Commissioners.

23—Nothing in this Law shall authorise the Director of the Cadastral Survey, or the Managing Commissioner or the Commissioners, to delineate any Boundary Line on any Map made under this Law by which the Title of any person to any Lands shall without his consent be affected in any way.

Title of persons to land not to be affected without their consent.

24—From and after the publication of the said Map, the Boundary Lines of properties and holdings delineated thereon shall be taken to accurately represent the true positions and directions of all such Boundary Lines, and shall be received in all Courts of Law, by the Registrar of Titles, and all Public Officers and private persons, as conclusive evidence thereof. Provided always that nothing delineated on the said Map shall be evidence of the non-existence of any Boundary Line not delineated on the said Map.

Map—How far evidence.

25—From time to time after the publication of the Cadastral Map, the Commissioners shall, upon the original Map or upon one or more printed copies thereof, make such additions thereto and alterations therein as, from authentic information obtained by them, shall appear to them requisite.

Alteration of Map by the Commissioners.

The Commissioners shall, at such times after the first publication of the Map as the Governor shall in each case determine, cause new editions of the Map so corrected to be engraved, printed and published. Such new editions shall in each case have a note printed upon every sheet stating the year in which it was published, and shall supersede any previous edition.

New Editions of corrected Maps.

Every such new edition shall have the same validity and authority as evidence as the original Map had until superseded.

26—All documents of every description made or given under this Law shall be free of Stamp Duty.

Stamp Duty.

27—Any action or prosecution for anything done in pursuance or execution, or intended execution, of this Law shall be commenced within three calendar months after the thing done, and not otherwise.

Limitation of Actions.

**Notice of Action.**

Notice in writing of such action or prosecution, and of the cause thereof, shall be given to the intended Defendant one calendar month at the least before the commencement of the action or prosecution.

**Proceedings in Action.**

In any such action or prosecution the Defendant may plead generally that the act complained of was done in pursuance or execution, or intended execution, of this Law, and give the special matter in evidence at any trial to be held thereupon.

The Plaintiff shall not recover if before action brought tender of sufficient amends is made, or if after action brought a sufficient sum of money has been paid into Court by or on behalf of the Defendant.

If the verdict is for the Defendant, or if the Plaintiff is nonsuited or discontinues the action after issue joined, or if judgment is given against the Plaintiff, the Defendant shall recover his costs as between Solicitor and Client, and shall have the like remedy for the same as a Defendant has by Law for costs in other cases.

**Free Process.**

28—In any prosecution under this Law the Commissioners or any person authorised by them shall have the right of free process in any of the Courts of this Island.

**Payments, &c., by Promoters.**

29—Payments and deposits required to be made by the Promoters shall be made by the Treasurer, on the Warrant of three or more of the Commissioners.

**Publication of certain Sections of this Law.**

30—The Inspector General of Police shall cause copies of Sections 13, 14, 15, 16 and 17, of this Law to be printed upon posters in large type and kept affixed outside every Police Station, and at such other public places as he may think fit.

**Commencement of Law.**

31—This Law shall not come into operation until a day to be notified by the Governor in the Gazette.





# JAMAICA—LAW 32 OF 1889.

*The Agricultural Produce Buyers Law, 1889.*

[18th November, 1889.]

**W**HEREAS it is expedient to regulate the purchase and sale of certain articles of Agricultural Produce:—

Preamble.

Be it enacted by the Governor and Legislative Council of Jamaica, as follows:—

1—In this Law, except when the subject matter or context requires a different construction,

Definitions.

The word "Premises" includes any house, shop, depôt, wharf, building or place, in or at which Agricultural Produce is purchased or sold, and any yard, or open or enclosed land appurtenant thereto, or used or occupied therewith.

The term "Agricultural Produce Buyer" shall mean any person who, either by himself or his agent, purchases any of the articles of Agricultural Produce enumerated in the Second Schedule hereto for the purpose of trading in the same,—or any person who carries on the business of buying and selling Agricultural Produce,—or any person licensed under this Law.

2—On and after the first day of January, 1890, any Agricultural Produce Buyer who shall (except at a Public Market, or on any Premises for which he is licensed under this Law, or on the Premises of the Grower thereof) purchase at any one time any of the articles of Agricultural Produce enumerated in the Second Schedule hereto to the value of less than

Restrictions as to the times and places of purchasing articles of Agricultural Produce.

Second Schedule.

twenty-five pounds,—or who shall at any time, except between the hours of six in the morning and seven in the evening of any week-day, purchase any of the said articles of Agricultural Produce within the value aforesaid,—shall be guilty of an Offence under this Law.

License to deal in  
Agricultural  
Produce.

3—A License under this Law shall authorize the Holder thereof, or any person in his immediate regular employment, subject to the Provisions of this or any other Law limiting the quantities of Agricultural Produce that may lawfully be bought, to purchase and sell Agricultural Produce on the Premises described in such License during the year for which it is granted.

Form of License  
First Schedule.

Such License shall be in the Form given in the First Schedule to this Law, and shall not be transferable.

Applications for  
Licenses, and  
prescribed  
requisites therefor.

4—In each Parish, each person desiring a License under this Law shall, before the sitting of the Resident Magistrate's Court at which his application is to be considered, deposit with the Collector or Assistant Collector of Taxes of the Parish the sum of Forty Shillings, and obtain from such Collector or Assistant Collector a Receipt for the amount deposited, which Receipt shall be produced for inspection at such sitting of the Resident Magistrate's Court.

Each Applicant shall also cause to be delivered to the Clerk of the Courts an application in writing for the License, stating his name and residence in full, and the particular Premises for which the same is desired; and each person intending to apply for a License under this Law shall, ten days at least before the sitting of the Resident Magistrate's Court at which his application is to be considered, give notice in writing of such intention to the Inspector or other Chief Police Officer of the Parish in which his application is to be made, and shall set forth in such notice

(a.) his name, address, and occupation,—

(b.) the situation of the Premises in which he proposes to buy and sell Agricultural Produce,—

- (c.) that he has never been convicted of larceny or embezzlement, or receiving stolen property knowing it to have been stolen,—
- (d.) that there is not any unsatisfied Judgment against him in any Court of Judicature of this Island for misapplying or not accounting for moneys entrusted to him for the purpose of enabling him to purchase Agricultural Produce,—
- (e.) the names and addresses of three or more respectable Householders to whom he is known;

and such Inspector or other Chief Police Officer shall make such inquiries as he may deem necessary, and shall endorse on each notice the result of his inquiries into the character of the Applicant, and the correctness of the statements *c.* and *d.* in the said notice, and shall forward such notice, so endorsed, to the Clerk, to be laid before the Resident Magistrate at the sitting of the Court at which the application is to be considered; and in every case in which his Report is unfavourable to an Applicant the Inspector or other Chief Police Officer shall, if required by the Resident Magistrate, attend and afford such oral information on oath as may be required.

Any person who shall wilfully make any false statement in the notice required to be given to the Inspector or other Chief Police Officer shall be guilty of an Offence under this Law.

5—The Resident Magistrate shall openly hear, consider and deal with, all such applications presented as aforesaid.

Hearing of Applications for Licenses.

In every case in which the Resident Magistrate shall grant an application the Clerk shall issue a License in accordance with the First Schedule hereto:—Provided always that any person who has been or shall be convicted of larceny or embezzlement, or of receiving stolen property knowing it to have been stolen, or who has any unsatisfied judgment against him in any Court of Judicature of this Island for misapplying or not accounting for moneys entrusted to him for the purchase of Agricultural Produce, shall be incapable of obtaining or holding a License under this Law, and any License thereafter obtained or used by such person shall be null and void to all intents and purposes.



Certificate of  
Refusal.

6—In every case in which an application for a License under this Law is refused the Clerk shall give to the Applicant a Certificate in writing of such refusal.

Notice and Pub-  
lication of Licenses.

7—Every Clerk who shall issue any License under this Law shall forthwith notify the same to the Inspector of Constabulary of the Parish, and also to the Collector General, who shall cause the name and address of the person licensed to be published in the Gazette.

The production of a copy of the Gazette containing any such Notification shall be *primâ facie* proof that the person whose name appears therein is duly licensed under this Law for the current year.

The Inspector of Constabulary shall cause to be posted up at each Court House and at each Police Station in his Parish a List of all persons licensed under this Law in such Parish.

Application of  
Moneys received  
under this Law.

8—All moneys received by Collectors or Assistant Collectors of Taxes under this Law shall be paid over to the Parochial Treasury, to the credit of the Road Fund of the Parish in which the License is granted; and in every case in which a License shall be refused the sum of Forty Shillings deposited therefor shall forthwith, on application and on production of a Certificate from the Clerk of the Courts that the License has been refused, be refunded in each Parish (except Kingston and St. Andrew) by the Parochial Treasurer of the Parish in which the License was refused, and in Kingston and St. Andrew by the Collector of Taxes, to the party who deposited the said sum of Forty Shillings.

Forfeiture of  
Licenses.

9—Any person holding a License under this Law who shall be convicted of larceny or embezzlement, or of receiving any stolen property knowing that such property has been stolen, shall forfeit his License.

Duration of  
License.

10—Every License which shall be granted under this Law shall (unless forfeited as herein provided) continue in force from the date thereof until the then next succeeding first day of January; and every License granted under this Law in the month of December in any year may, at the request of the

applicant therefor, bear date the first day of January then next.

11—Every person licensed under this Law shall affix, on some conspicuous and public part of the Premises specified in his License, a board, whereon shall be printed or written in legible characters—

His name,

The number of the License

and the words "Licensed to deal in Agricultural Produce."

Notification to be posted up on licensed Premises.

12—Every person licensed under this Law shall keep a Book wherein he shall record daily—

Records of Purchases of Agricultural Produce.

The name and address of each person from whom he purchases Agricultural Produce,

The description of such Produce,

The weight number or quantity thereof,

The price paid therefor;

and such Book shall be open at all times to inspection by the Inspector of Constabulary of the Parish, or any Officer of the Constabulary Force authorised in writing by the Inspector General of Police, provided that such Inspector or other Officer shall not use the information so obtained except for the purposes of the administration of justice.

13—Every person licensed under this Law who shall neglect to keep any such Book as required by Section 12 hereof, or with intent to deceive shall make any false entries in any such Book, or omit to make any of the entries therein required by the said Section, shall be guilty of an Offence under this Law.

Neglect to keep Book or make entries therein.

14—Any person exposing for sale on any public road, street, lane or track, or land adjoining thereto respectively, any article of Produce enumerated in the Second Schedule to this Law shall be guilty of an Offence under this Law.

Exposing Produce for sale in unauthorised places.

15—All Offences under this Law shall be tried in a summary manner before the Resident Magistrate for the Parish in which the same shall be committed, and shall subject the Offender to a fine or penalty not exceeding Twenty Pounds,

Penalties on Offences and enforcing same.



and not less than Twenty Shillings, and in default of payment to imprisonment, with or without hard labour, for any period not exceeding three months where the penalty exceeds £10, and not exceeding one month in all other cases.

Onus Probandi.

16—In any proceedings taken under this Law, proof of any License shall lie on the person accused; and if proof be given of the delivery to any person of any of the articles of Agricultural Produce mentioned in the Second Schedule hereto, such proof of delivery shall be *prima facie* evidence of the sale to him thereof.

Application of Penalties.

17—Of any penalty recovered under this Law one moiety shall be paid to the informer, and the other moiety shall be paid into the Parochial Treasury to the credit of the Road Fund of the Parish.

Duration of Law.

18—This Law shall come into force on the 1st day of January, 1890, and shall continue in force for three years.

First Schedule.

# FIRST SCHEDULE.

Form of License.

## FORM OF LICENSE.

Section 3.

### The Agricultural Produce Buyers Law, 1889.

No.

Parish of

This is to certify that at a sitting of the Resident Magistrate's Court for the Parish of                      held at                      on the day of                      A.B. of                      was licensed to purchase and sell Agricultural Produce at [*insert town, street and number, or such other description of the property as shall serve for the purposes of identification*] in this Parish under and in accordance with the Provisions of the above Law.

This License expires on the                      day of  
18

*Clerk of the Courts for the Parish of*

SECOND SCHEDULE.

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Second Schedule.  
Agricultural Pro-  
duce.  
Section 2.

Coffee.

Pimento.

Ginger.

Bunches of Bananas.

Dyewoods.

Cacao.

Arrowroot in the root.





## JAMAICA—LAW 33 OF 1889.

*The Jamaica Exhibition Law, 1889.*

[31st October, 1889.]

**W**HEREAS it is intended to hold in Jamaica an Exhibition of the Products of Industry, Agriculture and the Fine Arts:— Preamble.

And Whereas it is possible that the moneys to be received in connection with the said Exhibition may be insufficient to discharge all the debts and liabilities to be incurred in connection therewith:—

And Whereas several persons and firms have expressed their willingness and readiness to guarantee certain sums in order to provide for any such event:—

And Whereas it is desirable that the management and control of the said Exhibition should be vested in Commissioners:—

Be it enacted by the Governor and Legislative Council of Jamaica, as follows:—

1—His Excellency Sir Henry Arthur Blake, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, and the several persons who have been appointed, and such other persons as shall hereafter be appointed by the Governor, shall be a Body Corporate by the name of “The Jamaica Exhibition Commissioners,” having a perpetual succession (subject as hereinafter provided) and a Common Seal, with power to sue and be sued in their Corporate name, and to acquire and hold lands and hereditaments, and rights and easements over and in respect of the same, for the purposes of their Incorporation:—Provided nevertheless

The Jamaica Exhibition Commissioners,—a Body Corporate.

that the said Commissioners shall be exempt from personal responsibility for any act done under the Provisions and Powers of this Law.

President, Vice-President and Commissioners,—their appointment.

2—The President of the Exhibition shall be Sir Henry Arthur Blake, K.C.M.G., or the Governor of Jamaica for the time being, or such other person as the Governor shall from time to time appoint, and it shall be lawful for the Governor from time to time to appoint as many Vice-Presidents as he thinks fit, and also to appoint whom he may from time to time select to be Commissioners. Any vacancy occurring in the Office of President may be filled up by the Governor for the time being assuming the Office, or by the appointment of a President under the hand of the Governor for the time being.

Appointment of Secretaries.

3—The President shall appoint a proper person to be Secretary to the Commissioners, and it shall be lawful for the President to remove any such Secretary, and in the case of the removal of any such Secretary, and in the event of his death, resignation or incapacity to act, the President may from time to time appoint another Secretary or Secretaries, who shall in like manner be removable at the pleasure of the President.

Powers of the Commissioners for and towards holding an Exhibition.

4—The Jamaica Exhibition Commissioners (hereinafter referred to as the Commissioners) shall have full Power to hold an Exhibition of the products of Industry, Agriculture and the Fine Arts, and of the other productions of this Island and other Countries, to be opened in the year 1890 or in the year 1891 within this Island, and to manage and conduct the same, and to make such contracts and incur such expenses, to accept such contributions and guarantees, to borrow such moneys, to execute and give such securities, to award and distribute such prizes to Exhibitors, and generally to do all such other acts and things as they may think expedient, with a view to the success of such Exhibition, and in order to render the same beneficial to this Island and attractive and useful to the Public.

Power to regulate proceedings.

5—The Commissioners shall have Power from time to time, with the approval of the President, to regulate their meetings and proceedings as they may think expedient.



6—The Commissioners shall have Power from time to time to charge such sums and make such Regulations as they think fit with respect to the Concession of any Privileges in respect of the Exhibition and the admission of persons to see the Exhibition.

Powers to make charges and regulate Concessions.

7—Any person shall for the purposes of this Law be deemed a Guarantor who signs a paper to the following effect,—

Guarantor defined.

“I hereby agree to Guarantee to the Jamaica Exhibition Commissioners the sum of £  
“the purposes of the Jamaica Exhibition,”

or who in any other way undertakes that he will be responsible for any sum not less than Ten Pounds in the event of the moneys received in connection with the Exhibition not being sufficient to discharge the debts and liabilities to be incurred in connection therewith.

8—The Commissioners shall have the sole and exclusive control of the financial arrangements of the Exhibition, including the receipt, management, appropriation and disposal, of the Funds thereof; and no Guarantor shall be entitled to object to or to raise any question as to the appropriation by the Commissioners of any of such Funds and property.

Commissioners to control financial arrangements.

9—All moneys received from any source in connection with the Exhibition shall be applied by the Commissioners in or towards payment of the expenses thereof, which expenses shall for the purpose of this Law be deemed to be and include not only the expenses incurred in the promotion, carrying on and management, of the said Exhibition, but also all sums of money recovered either as damages or costs in any action or other proceeding brought against the Commissioners, or against any person or persons for the time being sued as the representative or representatives of the Exhibition or of the Commissioners, and also all sums of money which the Commissioners shall in their absolute discretion think proper to pay in the prosecution or defence of any action or other proceeding, or in settlement or satisfaction of any action, claim or demand, brought or made against the Exhibition, or any person or persons connected therewith, or otherwise in connection with the Exhibition, or in consequence thereof.

Application of moneys received for the Exhibition.

Payment by Guarantors of ascertained deficiency of Funds, if any.

10—If at or after the close of the Exhibition it shall be ascertained and certified, by some person to be appointed for that purpose by the Governor of Jamaica for the time being, that the moneys arising from or received in connection with the Exhibition have been or are insufficient to discharge all the expenses of or connected with the Exhibition, and all the liabilities of every kind arising out of the same or incurred in connection therewith,—then each Guarantor shall, within fourteen days after being called upon so to do by notice in writing left at or addressed by post to his usual or last known place of residence or business, pay to such person or persons as shall be appointed by the Commissioners to receive the same, and either at one or more time or times, such sum or sums of money, not exceeding in the whole the sum for which he shall have become responsible, as shall in each such notice be required to be paid by him.

Discretion given to Commissioners as to enforcing payment from Guarantors in certain cases.

11—The Commissioners shall have absolute discretion as to enforcing or not enforcing the payment of any sum which has been or may be guaranteed, or the payment of any call against any Guarantor who may omit or refuse to pay the same within such time as aforesaid, and as to taking or not taking any legal or other proceedings for any such purpose, and as to accepting any payment by way of compromise or composition from any Guarantor who, in the opinion of the Commissioners, may not be competent to pay or ought on any ground not to be required to pay any call in full. And in every case in which the Commissioners shall not think fit to enforce or shall fail in obtaining payment in full from any Guarantor in respect of any call, the sum left unpaid by such Guarantor, and also all legal or other expenses incurred in or about enforcing or attempting to enforce payment of any call and not recovered from the defaulting Guarantor, shall be added to the expenses the payment whereof is hereby guaranteed, and be accordingly payable ratably by the other Guarantors as part of such expenses.

Guarantors to contribute ratably.

12—Subject to the Provisions of the last preceding Section, no Guarantor shall be liable to pay more than his ratable proportion (having regard to the total sum guaranteed by

the several Guarantors respectively) of the entire sum required to be raised for the purpose of discharging the difference between the aforesaid expenses and liabilities of the Exhibition and the moneys received therefrom or in connection therewith, and any calls to be made by the Commissioners under Section 10 of this Law shall be made ratably accordingly.

13—The Commissioners may enforce in the Resident Magistrate's Court for the Parish of Kingston the payment of any sum whatsoever which has been or may be guaranteed for the purposes of the Exhibition.

Power to enforce guarantees.

14—The Commissioners shall have power from time to time to appoint and remove such Officers and Servants, and to award and pay them such salaries or remuneration, as they may think expedient for the purposes of the Exhibition.

Employment and removal of Officers and Servants.

15—The Commissioners shall stand possessed of any surplus which may remain after defraying all the expenses of the Exhibition for such Public purposes, including the promotion of other Exhibitions, as the President may appoint.

Application of surplus.

16—The President may from time to time appoint and remove any Committee or Committees, consisting either wholly of Commissioners, or partly of Commissioners and partly of other persons, and may delegate to such Committee or Committees the power to exercise all or any of the powers of the Commissioners for such time and subject to such conditions as he may direct :—Provided that every such Committee shall be so constituted as to include not fewer than three Commissioners at the least.

Appointment of Committees.

17—Any instrument of the Commissioners which if made by private persons would require to be under Seal shall be under the Seal of the Commissioners, and signed by the proper Officer of the Commissioners.

Execution of documents by the Commissioners.

Any notice issued by or on behalf of the Commissioners shall be deemed to be duly executed if signed by the proper Officer; but subject as aforesaid any appointment made by the Commissioners, and any contract, order or other document, made



by or proceeding from the Commissioners, shall be deemed to be duly executed, either if sealed with the Seal of the Commissioners, or if signed by two or more Commissioners duly authorised under the Seal of the Commissioners to act either generally or specially on behalf of the Commissioners, and signed by the proper Officer.

The proper Officer  
to sign documents.

18—The proper Officer of the Commissioners shall be any Officer authorised by the President to sign such document as he is required to sign as aforesaid, and it shall not be necessary in any legal proceeding to prove his authority, and such authority shall be presumed from the fact of his signing the same.

Exemption from  
Stamp Duty.

19—All conveyances, leases, grants, contracts, guarantees and other documents, made or given by or to the Commissioners, shall be free of Stamp Duty.

Freedom from Im-  
port Duty and  
from Taxes, &c.

20—All materials, articles and things of any nature or kind, imported by or on behalf of the Commissioners, or required for the use of or in constructing, making and maintaining, the Exhibition shall be free of all Duty on importation now imposed or hereafter to be imposed by any Law of this Island, and the Exhibition shall be free of all Parochial or other Rates, Taxes or other charges, now imposed or hereafter to be imposed.

Arrangements as  
to goods received  
without payment  
of Duty.

21—The Governor may by his Warrant appoint the Exhibition Buildings to be Warehouses for the reception, without payment of Duty upon the first entry thereof, of all goods which may be imported into this Island for the purpose of being exhibited, and may dispense with sureties for the security of the Duties on such goods, and may make such Conditions, Rules and Regulations, for the receipt of such goods, and the delivery thereof for Island consumption, or for exportation, as may seem to him to be fit:—Provided that nothing therein shall authorize the delivery and removal of any such goods for Island consumption until the Duty on such goods has been paid by the Exhibitor, his agent or the purchaser thereof, or has been otherwise secured to the satisfaction of the Collector General.

Packages imported in any Vessel arriving at any Port of this Island, legibly addressed to the Exhibitor, or his Agent, or the Agent of the Country or Colony from which the Packages are sent, and distinctly marked with the words "Jamaica Exhibition," shall be allowed to be transmitted to the Exhibition without examination of such goods, under such Regulations as the Collector General with the approval of the Governor may make.

As to receiving them without examination.

For the purpose of facilitating the transmission of goods to the Exhibition, it shall be lawful for the Collector General with the approval of the Governor to make Regulations from time to time to dispense with any of the requirements of the Customs Consolidation Laws.

And dispensing with Customs Regulations.

22—This Law shall come into operation on the First day of November in the present year, and continue in force until the Thirty-first day of October One thousand Eight hundred and Ninety-six, and no longer.

Commencement and duration of Law.







## JAMAICA—LAW 34 OF 1889.

*The Institute of Jamaica Law, 1879, Amendment Law 1889.*

[21st November, 1889.]

**W**HEREAS it is desirable to amend the Institute of Preamble.  
Jamaica Law, 1879:—

Be it enacted by the Governor and Legislative Council of  
the Island of Jamaica, as follows:—

1—Section 1 of the Institute of Jamaica Law, 1879, (Law 22 of 1879), is hereby amended by substituting the word  
“Eleven” for the word “Seven.” Law 22 of 1879  
Sec. 1 amended.

2—Section 7 of Law 22 of 1879 is hereby amended by strik- Section 7, amended  
ing out and omitting therefrom the words “and the Curator  
and Librarian shall be deemed for all purposes to be on the  
footing of Public Officers in the Civil Service of Jamaica:”  
Provided nevertheless that such amendment shall not affect  
anything already done or suffered, or any existing status  
or capacity, or any right already acquired or accrued, or the  
consequences or effect thereof.





# JAMAICA—LAW 35 OF 1889.

*The Pilotage Laws Amendment Law, 1889.*

[21st November, 1889.]

**W**HEREAS it is desirable to amend the Pilotage Laws, Preamble.  
Law 35 of 1873 and Law 29 of 1879, and to revise and  
lower the rates at which Fees are payable to Pilots for Pilotage  
of Steamers:—

Be it enacted by the Governor and Legislative Council of  
the Island of Jamaica, as follows:—

1—This Law and Laws 35 of 1873 and 29 of 1879 as hereby Laws incorporated.  
amended shall be read together as one Law.

2—Section 13 of The Pilotage Law 1873 (Law 35 of 1873) Law 35 of 1873,  
is hereby repealed; but such Repeal shall not affect the Section 13 repealed.  
validity, effect or consequences, of anything already done, or  
any existing status or capacity, or any right already acquired  
or accrued, or any remedy or proceeding in respect thereof.

3—Section 2 of the Pilotage Law 1873 shall be read as if Section 2 amended.  
in the definition of Pilot and Pilots the words “either gene-  
rally or as Master or Mate of a particular Vessel” were  
omitted.

4—Every person who at the time of the passing of this Fees for License  
Law shall hold a Pilotage License as Master or Mate of a par- payable by present  
ticular Vessel shall be entitled to a Pilot's License on passing holders of a Pilot-  
the examination prescribed by Section 12 of the Pilotage age License as  
Law, 1873, and on paying the Fees mentioned in Schedule A Master or Mate.  
hereto. Schedule A.

5—It shall not be compulsory upon any Vessel to take a Compulsory Pilot-  
Pilot offering his services beyond three miles from the shore. age limited.

Schedule B. to Law  
29 of 1879 partially  
repealed.

6—Schedule B of Law 29 of 1879, (The Pilotage Law Amendment Law, 1879,) so far as the same relates to Steam Vessels, is hereby repealed as from the First day of January 1890.

Fees on Steam  
Vessels.

7—From and after the First day of January 1890, in lieu of Schedule B of Law 29 of 1879 the following shall be read as Schedule B, so far as the same relates to Steam Vessels.

	Inward.			Outward.		
	£	s.	d.	£	s.	d.
Between beyond the prescribed distance and Kingston, not exceeding seven feet ...	1	2	6	0	14	0
For each additional foot and part of a foot	0	3	0	0	2	0
Between beyond the prescribed distance and Port Royal, not exceeding seven feet ...	0	13	6	0	8	9
For every additional foot and part of a foot	0	1	9	0	1	3
Between within the prescribed distance and Kingston or Port Royal, one-half of the above Fees respectively.						
The prescribed distance is between Cow Bay Point to the East and Wreck Reef to the South.						
Between Kingston and Port Royal, not exceeding seven feet ...	0	9	0	0	5	3
For each additional foot and part of a foot	0	1	3	0	0	9
Into or out of Old Harbour, Falmouth or Saint Ann's Bay, not exceeding seven feet ...	1	2	6	0	14	0
For each additional foot or part of a foot	0	3	0	0	2	0
Into or out of any other Port, not exceeding seven feet ...	0	15	3	0	12	6
For each additional foot and part of a foot	0	2	0	0	1	6

## Schedule A.

## SCHEDULE A.

		£	s.	d.
Fees.	For an examination in pursuance of Section 4	...	1	11 6
Section 4.	For the License of a Pilot	...	5	0 0





## JAMAICA—LAW 36 OF 1889.

*A Law in aid of Laws 32 of 1867 and 14 of 1869.*

[12th December, 1889.]

**W**HEREAS it is desirable that power should be given to Officers of the Internal Revenue Department to examine the Receipts issued for Taxes, Duties, or other public money :—

Preamble.

Be it enacted by the Governor and Legislative Council of Jamaica, as follows :—

1—Any person who has already obtained or shall hereafter obtain from a Collector of Taxes, Assistant Collector of Taxes or other Officer of the Internal Revenue Department, a Receipt on payment of any Duty, Rates, Taxes, or other moneys applicable for public purposes, is hereby required to produce, at his residence or place of business, such Receipt at any time or times within two years from the issue thereof, whenever it is demanded by the Supervisor of Revenue Offices, or any one specially appointed by him in writing; and if any such person shall without reasonable excuse refuse to produce such Receipt, to be read and examined by the Supervisor of Revenue Offices or any person so appointed as aforesaid, within a reasonable time after production thereof shall have been demanded, such person shall for each and every such offence forfeit and pay any sum not exceeding Five Pounds.

Duty to produce  
Receipt for Taxes,  
&c.

Penalty on refusal.

2—This Law and Laws 32 of 1867 and 14 of 1869 shall be read and construed together as one Law; and all penalties and forfeitures under this Law shall be recovered and enforced in the same manner as penalties and forfeitures under the said Laws.

Recovery of  
Penalties.





# JAMAICA—LAW 37 OF 1889.

*The Mountain and River Reserves Law, 1889.*

[23rd November, 1889.]

**W**HEREAS it is desirable to provide for the preservation and establishment of Forests on Mountain Ridges and the Banks of Rivers :—

Preamble.

Be it enacted by the Governor and Legislative Council of Jamaica, as follows :—

1—Mountain Reserves shall, subject to the Provisions hereinafter contained, mean and include any portion of ground lying on the slope of a Mountain Range, and its Spurs, not being less than one thousand feet above the sea level, within a horizontal distance of 600 feet from the Ridge Line, and any portion of ground lying on the slope of a detached Mountain, within a horizontal distance of 600 feet from its Ridge Line and 600 feet from the Ridge Line of any of its Spurs, should such exist.

Mountain Reserves defined.

2—The Mountains intended to be reserved are those which are enumerated in the Schedule hereto, and no others shall be deemed Mountains within the meaning of this Law :—Provided that it shall be lawful for the Governor in Privy Council from time to time, by Proclamation, to include in the Schedule any other Mountains, hills, hillocks or uplands.

Mountains reserved indicated. Schedule.

It shall be sufficient for the purpose of carrying out this Law to describe any Mountain, hill, hillock, upland, or the Spurs thereof, mentioned in the Schedule, by the name given to the same in the said Schedule.

Power to purchase  
land beyond the  
line of Mountain  
Reserves.

3—It shall be lawful for the Government of Jamaica to purchase and include within Public Mountain Reserves any land on the slopes of Mountains extending beyond 600 feet from the Ridge Line.

Power to plant  
Government  
Mountain Reserves.

4—It shall be lawful for the Surveyor General, with the sanction of the Governor, to plant or cause to be planted all or any of the Mountain Reserves belonging to the Government.

Fixing boundaries  
of Mountain  
Reserves.

5—It shall be the duty of the Surveyor General, after giving four weeks notice in the Jamaica Gazette, and in two daily newspapers, of his intention to fix the boundaries of Mountain Reserves on each particular Mountain, to fix and determine the boundaries of Mountain Reserves, including the portions of ground belonging to the Crown or the Government of Jamaica and those that belong to private parties, but distinguishing public from private property.

Appeal therefrom.

6—Any person dissatisfied with the Surveyor General's determination shall have power to appeal within thirty days by way of Petition to the Resident Magistrate's Court; such Petition shall contain the reasons of Appeal, and no reasons shall be entertained but those set forth in the Petition.

River Reserves  
defined.

7—The Banks of all Rivers and running streams shall be River Reserves within the meaning of this Law:—Provided that it shall be lawful for the Governor in Privy Council from time to time to except from River Reserves the Banks or any portions of the Banks of any River or running stream.

What River  
Reserves include.

8—River Reserves shall include all the escarpments of the said Rivers and running streams, whatever may be the height or area of such escarpment, provided that when a River or running stream has no escarpments, or no escarpments wider than fifty feet in the case of Rivers, or twenty-five feet in the case of running streams, the Reserve shall include such additional land as will make with the escarpment a space of fifty feet on each side of the Bank of such River, or twenty-five feet on each bank of such running stream, the measurement being in every case made horizontally.



9—In this Law the term "Rivers" means such streams of water as shall be proclaimed from time to time by the Governor in Privy Council to be Rivers within the meaning of this Law, notification whereof shall be published in the "Jamaica Gazette."

Rivers defined.

10—Any person who shall, without permission from the Surveyor General, cut down, destroy or remove, any live tree, not being brushwood or cultivated plant, on the Mountain or River Reserves, shall be deemed guilty of an Offence, and for every such Offence shall be liable to a fine not exceeding Five Pounds for each tree so cut down, destroyed or removed, or in default to be imprisoned for any period not exceeding three months.

Cutting down a tree on Reserves without permission.—an offence.

Penalty.

Provided that every Proprietor of Mountain or River Reserves desirous of cutting down timber or other trees, not being brushwood or cultivated plants, on the said Reserves shall give a notice in writing to the Surveyor General; and the Surveyor General or his local representative, or some competent person to be appointed by the Surveyor General, shall within seven days inspect the said Reserves, and on such inspection being made the Surveyor General shall forthwith grant or refuse permission to cut down the said trees, or any of them, to such an extent and in such manner as he may think fit.

Procedure for Proprietor to get leave to cut down his own tree.

Grant or refusal of leave.

It shall further be lawful for every Proprietor of Mountain and River Reserves to cut down, destroy and remove, live trees for the purpose of opening the boundary lines of his property, or building a bridge, or making a Road through any Mountain Reserves or across any River or running stream, and also to clear away, cut down and remove, trees on a space not exceeding thirty feet in width so as to have convenient access to the River or running stream.

Power to cut down trees for certain purposes.

Provided that if any Proprietor cuts down, destroys, clears away or removes, trees, or causes or suffers the same to be cut down, destroyed, cleared away or removed, under the false pretence that a bridge is to be built or a Road made, such Proprietor shall be deemed guilty of an Offence, and for every such Offence shall be liable to a fine not exceeding

Penalty on Proprietor cutting down tree on false pretence.



Fifty Pounds, or in default imprisonment not exceeding three months ;

Operation of this  
Section post-  
poned.

Provided that this Section shall not come into operation until the first day of May, 1890.

Power to plant out  
River Reserves.

11.—It shall be lawful for the Surveyor General, with the sanction of the Governor, to plant or cause to be planted all or any of such portions of the River Reserves that are or may be denuded of live wood, unless the Proprietor or occupiers of land bordering such Reserves, or Owners of such Reserves, elect to plant and maintain these themselves with trees of their own choice within a time to be fixed by the Surveyor General.

Power to authorise  
Proprietor to plant  
or build a house on  
Reserve.

12.—The Governor shall have power to authorise (subject to such conditions or restrictions as he may think advisable to impose) the Proprietor of any Mountain or River Reserve to plant otherwise than with trees such parts of the said Reserve as he may think fit, or to erect any house or building thereon.

#### GENERAL PROVISIONS.

Power to plant  
land when Owner  
is unknown.

13.—In any case in which the Owner of land is not known it shall be lawful for the Governor in Privy Council to order such land to be planted with trees, and the Crown shall have the right, when the Owner of the land resumes possession of his land, to be repaid the amount expended on account of such Plantations, with interest thereon at the rate of five per cent per annum; provided that the Governor shall, before incurring any expense on account of such planting, cause to be inserted notices in six consecutive numbers of the Jamaica Gazette, and also in two daily newspapers, describing the land to be planted as aforesaid, and calling upon all Claimants to the same to make known their claims.

#### SCHEDULE A.

Schedule—  
Mountain  
Reserves,  
Section 2.

The Summits of the Great Central Ridge along the top of the John Crow Mountains to the Cuna-Cuna Mountains, and along the Great Ridge of the Blue Mountains to Portland Gap, Morce's Gap, Silver Hill Gap, Catherine's Peak, Hardware Hill, Fox's Gap, and extending along

the Ridge between the Wag Water and the Ugly River; also all the Main Spurs from the Central Ridge sloping to the Northside and to the Southside of the Island.

The Main Ridge from Hardware Hill by New Grange, Ram's Horn Ridge, Stony Hill, Mammee Hill, and extending thence to Highgate and Lunan's Mountain in St. Catherine, with the Main Spurs.

Also the Main Ridge from Stony Hill to Mount Charles, and along the Southern boundary of the Parish of St. Mary to Guy's Hill, and thence to Mount Diablo, with its Main Spurs towards the Northside and towards the Southside of the Island.

From Mount Diablo along the highest Mountains of Pedro and Dry Harbour Districts and the Black Grounds; also the Mocho Mountains, Main Ridge and Bull Head Ridge, in Clarendon, with their Main Spurs.

The Carpenter's Mountains, May Day and Devon Mountains, and the Don Figuerro Mountains, in the Parish of Manchester.

The Santa Cruz, Nassau, Lacovia and Middle Quarters Mountains, with their Main Spurs, in the Parish of St. Elizabeth.

The Main Ridge from Look Behind to Horse Guards, and thence along the Great Mountain Range through the Parish of St. James, with its Main Spurs.

The Great Ridge from the Sources of the Great River through the Parishes of Westmoreland and Hanover to Dolphin Head, and its Main Spurs extending towards the Northside and towards the Southside of the Island; also the Surinam Mountains in the Parish of Westmoreland.





## JAMAICA—LAW 38 OF 1889.

*The General Markets Law, Amendment Law, 1889.*

[21st November, 1889.]

**B**E it enacted by the Governor and Legislative Council of Jamaica, as follows:—

Preamble.

1—Section Four of Law 5 of 1880 shall be and the same is hereby repealed; and in lieu thereof the following shall be read and taken as such Section Four (that is to say):—

Law 5 of 1880, Section 4 repealed.

- (4) “During the continuance in force in any Town of any  
“Notice making this Section applicable thereto, any person who shall at a time when the Market is open expose or exhibit for sale in such Town any fresh meat, poultry, game, fresh fish or turtle, elsewhere than in the Public Market established by Law in such Town,—or who shall at any time expose or exhibit for sale as aforesaid any of the articles aforesaid, or any vegetables, coffee, pimento, ground provisions or fruit, elsewhere than in the Public Market aforesaid or in a shop duly licensed for the sale of goods,—shall forfeit a sum not exceeding forty shillings for every day in which he shall so offend:—Provided that nothing herein contained shall prevent any person from going from house to house offering for sale or selling any such poultry, game, fresh fish, vegetables, coffee, pimento, ground provisions or fruit.”

Substituted Section restricting sales of certain goods.

2—The Provisions of Law 18 of 1867, Law 41 of 1867 and Law 9 of 1873, shall not extend or be construed to extend to hinder any person or persons from selling or exposing for sale any sorts of goods or merchandise in any Market lawfully established within the Island.

Certain Laws not to prevent sales in Markets.







## JAMAICA—LAW 39 OF 1889.

*A Law in Aid of the Rio Cobre Canal Laws.*

[30th November, 1889.]

**W**HEREAS it is reasonable and fair that the Owners of Preamble.  
Lands directly benefited and increased in value by the  
construction of the Rio Cobre Irrigation Works should contribute to the cost thereof, whether they use the water or not, so as to diminish the loss falling on the General Revenue of this Island, and it is desirable that the powers of the Rio Cobre Canal Commissioners should be enlarged :—

Be it enacted by the Governor and Legislative Council of Jamaica, as follows;—

1—In this Law, unless the context requires a different Definitions.  
meaning,—

“The Commissioners” means the Rio Cobre Canal Commissioners for the time being.

“The Area” means the Area defined by the second Section of this Law.

2—The Area directly benefited by the Rio Cobre Irrigation The Area defined,  
Works is for the purposes of this Law fixed and defined as follows, that is to say,—All the Land included within lines drawn from the Headworks Westerly along the foot of the Hills to the Old Harbour Branch Canal at Spring Garden Pen, thence a line running S.W.  $12\frac{1}{2}^{\circ}$  to the sea at Bushy Park, thence Easterly along the coast to the mouth of the Rio Cobre, thence up the Rio Cobre to the line between Hotch-

kin's Salt Pond Hut Pen and Crawle Pen, thence along that line to the foot of the Hills, thence Westerly along the Hills to the Rio Cobre at Church Ford, and thence up the River to the Headworks at the point of starting.

and divided. That Area is for the purposes of this Law to be deemed to be divided by a line running from the Rio Cobre at Church Ford due South through the Cathedral to the sea, and due North to the Northern boundary of the Area.

Irrigation Rates,— 3—The following Taxes or Rates, herein called “Irrigation Rates,” are hereby imposed and shall be levied upon, and paid in each year by, the persons for the time being in possession of Lands or houses within that part of the Area not for the time being subject to the Spanish Town Water Rate, that is to say :—

on houses, (a.) Upon the occupiers of all houses ratable to the relief of the poor situate within forty chains from the Rio Cobre Canal, or any of its branches,

a Tax or Rate of four shillings in respect of each house under the yearly value of six pounds, as assessed for the Poor Rate, and at the rate of one shilling in the pound on the yearly value of all other houses, as assessed as aforesaid;

on land. (b.) And upon the occupiers of all lands not being salina or swamp or hill lands,

a tax or rate of threepence for each acre and part of an acre on the West side of the said Dividing Line, and of sixpence for each acre and part of an acre on the Eastern side of the said Dividing Line :

Proviso. Provided nevertheless that no acreage Rate shall be payable in respect of any acre of Land on which there is a house in respect of which the house Rate is paid :—And Provided further that the decision of the Commissioners on any question arising as to whether Land is salina or swamp or hill land within the meaning of this Law shall be conclusive.

Water Supply Districts. 4—Whenever there shall be within the Area aforesaid any Settlement or Neighbourhood desiring a Supply of Water which the Parochial Board of the Parish of St. Catherine

shall be unwilling to provide or to undertake to provide, it shall be lawful for the Governor in Privy Council to authorise the Commissioners, on their application, to supply Water to such Settlement or Neighbourhood, and to define the District for which the Supply of Water for such Settlement or Neighbourhood is to be provided, and to fix Special Rates.

5—For the purpose of supplying with Water any District which may be so defined, the Commissioners shall have and may exercise all and every of the rights, powers and privileges, which are vested in or given to them or to the Director of Public Works for the purposes of the Canal or any of its branches by Law 27 of 1872, also all the powers granted to Parochial Boards under the Public Water Supply Law, 1889.

Rights, powers and privileges of Commissioners.

6—The sums paid as Irrigation Rates in respect of any Lands or houses under this Law, by any person who purchases Water from the Canal or any of its branches for Irrigation, watering stock, or domestic or other purposes, shall be allowed and credited to him as a payment on account of the price or charges for the Water supplied to him from the Canal, or any of its branches, according to the Scale of charges for the time being in force during the same financial year for which the Rates are paid:—Provided that no deduction shall be made unless the Supply of Water be taken for a whole year.

When Irrigation Rates to be credited against charges for water supplied.

7—The Irrigation Rates shall severally come into operation in respect of the said Lands and houses, or any District, at such times respectively as the Governor shall by Notification in the Jamaica Gazette at any time or times appoint, and shall be payable to the Commissioners quarterly, before the expiration of each quarter respectively.

When Rates are to be payable.

8—All or any of the fittings for the conveyance, delivery or storage, of Water may by agreement be supplied, fixed and kept in repair, by the Commissioners; and in every such case the cost of supplying, fixing and repairing, the same shall be payable and enforceable in the same manner as Water Rates.

Costs of Fittings.



Payment and Enforcement of Rates.

9—All Rates and charges owing to the Commissioners shall be paid to the Collector of Taxes at his office, and payment may be enforced under the Provisions of the Tax Collection Law, 1867, (Law 32 of 1867), and any Law amending the same, as if the person liable to pay the same had made a return thereof under the Tax Collection Law, 1867, and had failed therewith to pay the same.

Stoppage of Water Supply in certain cases.

10—Any person may, in obedience to any general or special direction by the Commissioners so to do, cut off and stop the Supply of Water to any premises in respect of which any Water Rate or charges or any instalment thereof is in arrear, and the stoppage of such supply may be continued until all arrears of Rates and charges, and all further Rates accrued or payable in respect of such premises, shall be fully paid up:— Provided that the Stoppage of such Water shall not operate to prevent the accrual of further instalments of such Rates and charges:—And Provided also that no Irrigation Rate shall be enforceable by distress, except whilst the Ratepayer in arrear is in occupation or possession of the same Premises, or some part thereof, in respect of which the Irrigation Rates are in arrear, or within three months after his ownership, tenancy or occupancy thereof, as the case may be, shall have ceased.

Power to sue for Rates in arrear, &c.

11—Notwithstanding the means of collection of Irrigation Rates and charges hereby provided the Commissioners may, in addition thereto or in lieu thereof, proceed to recover and enforce the same, or any arrears thereof, or any other moneys payable to them, by action, plaint, or suit at Law or in equity, and by execution and proceedings thereunder, or upon any judgment thereon.

Illegal sale of Water.

12—Every person not being thereto lawfully authorised by the Commissioners who shall sell or dispose of any Water from the Canal, or any of the branches thereof,—and any person who shall sell any Water supplied to Ratepayers,—and any person who shall take or receive any reward for Water overflowing the Canal or any of its branches into the Lands of other persons,—shall be guilty of an Offence against this Law, and on

conviction thereof by a Court of Summary Jurisdiction shall be liable to pay a fine not exceeding forty shillings for each Offence. Penalty.

13—This Law and Laws 27 of 1872, 12 of 1884 and 4 of 1885, shall be read and construed together as one Law, and may be cited as the Rio Cobre Canal Laws 1872-1889. Laws incorporated.







# JAMAICA—LAW 40 OF 1889.

*The Conveyancing Law, 1889.*

[30th November, 1889.]

**B**E it enacted by the Governor and Legislative Council of Jamaica, as follows :

## I.—PRELIMINARY.

1—(1) This Law shall commence and take effect from and after the first day of December one thousand eight hundred and eighty-nine. Commencement.

(2) Nothing in this Law shall apply to Land brought under the operation of the Registration of Titles Law. Limitation.

2—In this Law,—

Definitions.

(1.) Property, unless a contrary intention appears, includes real and personal Property, and any Estate or interest in any Property, real or personal, and any debt, and any thing in action, and any other right or interest in the nature of Property, whether in possession or not ;

(2.) Land, unless a contrary intention appears, includes Land of any tenure, and tenements and hereditaments, corporeal or incorporeal, and houses and other buildings, also an undivided share in Land ; Land.

(3.) In relation to Land, Income includes rents and profits, and Possession includes receipt of income ; Income.  
Possession.

(4.) Conveyance, unless a contrary intention appears, includes assignment, appointment, lease, settlement and other Conveyance.

assurance, and covenant to surrender, made by Deed, on a sale, mortgage, demise or settlement, of any Property, or on any other dealing with or for any Property; and Convey, unless a contrary intention appears, has a meaning corresponding with that of Conveyance;

**Mortgage.**

(5.) Mortgage includes any charge on any Property, for securing money or money's worth; and Mortgage Money means money, or money's worth, secured by Mortgage; and Mortgagor includes any person from time to time deriving title under the original Mortgagor, or entitled to redeem a Mortgage, according to his Estate, interest or right, in the mortgaged Property; and Mortgagee includes any person from time to time deriving title under the original Mortgagee; and Mortgagee in Possession is, for the purpose of this Law, a Mortgagee who, in right of the Mortgage, has entered into and is in possession of the mortgaged Property;

**Incumbrance.**

(6) Incumbrance includes a Mortgage in fee or for a less Estate, and a trust for securing money, and a lien, and a charge of a portion, annuity, or other capital or annual sum; and Incumbrancer has a meaning corresponding with that of Incumbrance, and includes every person entitled to the benefit of an Incumbrance, or to require payment or discharge thereof;

**Purchaser.**

(7) Purchaser includes a Lessee or Mortgagee, or an intending Purchaser, Lessee or Mortgagee, or other person who, for valuable consideration, takes or deals for any Property; and Purchase has a meaning corresponding with that of Purchaser;

**Rent.**

(8) Rent includes yearly or other Rent, toll, duty, royalty or other reservation, by the acre, the ton or otherwise; and Fine includes premium or foregift, and any payment, consideration or benefit, in the nature of a Fine, premium, or foregift;

**Building purposes.**

(9.) Building Purposes include the erecting and the improving of, and the adding to, and the repairing of, buildings; and a Building Lease is a lease for Building Purposes, or purposes connected therewith;

**Mining Lease.**

(10.) A Mining Lease is a Lease for mining purposes, that

is the searching for, winning, working, getting, making merchantable, carrying away or disposing of, Mines and Minerals, or purposes connected therewith, and includes a Grant or License for mining purposes;

(11) Will includes Codicil ;

Will.

(12) Instrument includes Deed, Will, and Statute Law ;

Instrument.

(13.) Securities includes Stocks, Funds, Debentures and Shares ;

Securities.

(14.) Bankruptcy includes liquidation by arrangement, and any other Act or proceeding in Law having, under any Law for the time being in force, effects or results similar to those of Bankruptcy ; and Bankrupt has a meaning corresponding with that of Bankruptcy ;

Bankruptcy.

(15) Writing includes print ; and words referring to any Instrument, copy, extract, abstract or other document, include any such Instrument, copy, extract, abstract or other document, being in writing or in print, or partly in writing and partly in print ;

Writing.

(16) Person includes a Corporation ;

Person.

(17) The Supreme Court of Judicature is referred to as the Court.

The Court.

3—Nothing in this Law contained shall be taken to alter the practice heretofore existing in this Island in Conveyancing, by which where there is no agreement, to the contrary the following conditions always attach ;—

Old practice retained as to preparation, investigation, &c., of documents.

(a) The Solicitor of the Vendor Lessor and Mortgagee has the right to prepare and complete the Conveyance, Lease or Mortgage.

(b) The Purchaser or Lessee pays to the Vendor or Lessor one half of the Vendor's or Lessor's costs so incurred, including stamping the Conveyance or Lease and, in the case of a Lease, of recording it also.

(c) The Purchaser records his Conveyance at his expense.

(d) The Vendor perfects his title on the record at his own expense.

(e) The Mortgagee pays all the costs of the Mortgage,

including all the Mortgagee's costs for investigating the title and stamping and recording the Mortgage.

- (f) The Purchaser on a sale examines into the Vendor's title and approves of the Conveyance at his sole cost.
- (g) No Vendor is required to give to a Purchaser any abstract of title, but in submitting the draft Conveyance he furnishes the Purchaser's Solicitor with any information he may have of the title.

## II.—SALES AND OTHER TRANSACTIONS.

### *Notice.*

Restriction on  
constructive  
notice.

4—(1.) A Purchaser shall not be prejudicially affected by notice of any Instrument, fact or thing, unless,—

- i. It is within his own knowledge or would have come to his knowledge if such inquiries and inspections had been made as ought reasonably to have been made by him,—or
- ii. In the same transaction with respect to which a question of notice to the Purchaser arises, it has come to the knowledge of his Counsel as such, or of his Solicitor or other agent as such, or would have come to the knowledge of his Solicitor or other agent as such if such inquiries and inspections had been made as ought reasonably to have been made by the Solicitor or other agent.

(2.) This Section shall not exempt a Purchaser from any liability under, or any obligation to perform or observe, any covenant, condition, provision or restriction, contained in any Instrument under which his title is derived, mediately or immediately, and such liability or obligation may be enforced in the same manner and to the same extent as if this Section had not been enacted.

(3.) A Purchaser shall not, by reason of anything in this Section, be affected by notice in any case where he would not have been so affected if this Section had not been enacted.

(4.) This Section applies to purchases made either before or after the Commencement of this Law; save that where an



action is pending at the Commencement of this Law the rights of the parties shall not be affected by this Section.

*Contracts for Sale.*

5—(1.) Under a contract to sell and assign a term of years derived out of a leasehold interest in Land, the intended assign shall not have the right to call for the title to the leasehold reversion.

Application of stated conditions of sale to all purchases.

(2.) A Purchaser of any Property shall not require the production, or any abstract or copy, of any Deed, will or other document, dated or made before the time prescribed by law or stipulated for commencement of the title, even though the same creates a Power subsequently exercised by an Instrument making up the Vendor's claim of title; nor shall he require any information, or make any requisition, objection or inquiry, with respect to any such Deed, will or document, or the title prior to that time, notwithstanding that any such Deed, will or other document, or that prior title, is recited, covenanted to be produced, or noticed; and he shall assume, unless the contrary appears, that the recitals contained in such Instruments, of any Deed, will or other document, forming part of that prior title are correct, and give all the material contents of the Deed, will or other document so recited, and that every document so recited was duly executed by all necessary parties, and perfected, if and as required, by fine, recovery, acknowledgment, enrolment or otherwise.

(3.) Where Land sold is held by Lease (not including under-lease), the Purchaser shall assume, unless the contrary appears, that the Lease was duly granted; and, on production of the receipt for the last payment due for Rent under the Lease before the date of actual completion of the purchase, he shall assume, unless the contrary appears, that all the covenants and provisions of the Lease have been duly performed and observed up to the date of actual completion of the purchase.

(4.) Where Land sold is held by under-lease, the Purchaser shall assume, unless the contrary appears, that the under-lease and every superior Lease were duly granted; and on production of the receipt for the last payment due for Rent under the under-lease before the date of actual comple-

tion of the purchase, he shall assume, unless the contrary appears, that all the covenants and provisions of the underlease have been duly performed and observed up to the date of actual completion of the purchase, and further that all Rent due under every superior Lease, and all the covenants and provisions of every superior Lease, have been paid and duly performed and observed up to that date.

(5.) On a Sale of any Property, the expenses of the production and inspection of all Imperial and Local Statutes, records, proceedings of Courts, Deeds, wills, probates, letters of administration and other documents, not in the Vendor's possession, and the expenses of all journeys incidental to such production or inspection, and the expenses of searching for, procuring, making, verifying and producing, all certificates, declarations, evidences and information, not in the Vendor's possession, and all attested, stamped, office or other copies, or abstracts of or extracts from any Statutes or other documents aforesaid not in the Vendor's possession, if any such production, inspection, journey, search, procuring, making or verifying, is required by a Purchaser, either for verification of the title, or of any abstract delivered, or for any other purpose, shall be borne by the Purchaser who requires the same; and where the Vendor retains possession of any document, the expenses of making any copy thereof, attested or unattested, which a Purchaser requires to be delivered to him, shall be borne by that Purchaser:—Provided that the Vendor may not retain any document relating only to the title of the Property sold;—And Provided also that nothing in this Sub-section shall restrict the Purchaser's right to require at the expense of the Vendor the enrolment in the Island Record Office of all Instruments necessarily making up his Vendor's title for the period during which the Vendor is required by law or by agreement to make title.

(6.) This Section applies only to titles and Purchasers on Sales properly so called, notwithstanding any interpretation in this Law.

(7.) This Section applies only if and as far as a contrary intention is not expressed in the contract of sale, and shall

have effect subject to the terms of the contract, and to the provisions therein contained.

(8.) This Section applies only to Sales made after the Commencement of this Law.

(9.) Nothing in this Section shall be construed as binding a Purchaser to complete his purchase in any case where, on a contract made independently of this Section, and containing stipulations similar to the Provisions of this Section, or any of them, specific performance of the contract would not be enforced against him by the Court.

6—(1.) Where at the death of any person there is subsisting a contract enforceable against his heir or devisee for the Sale of the fee simple, or other freehold interest descendible to his heirs general, in any Land, his personal representatives shall, by virtue of this Law, have power to convey the Land for all the Estate and interest vested in him at his death, in any manner proper for giving effect to the contract.

Completion of contract after death.

(2.) A Conveyance made under this Section shall not affect the beneficial rights of any person claiming under any testamentary disposition, or as heir or next of kin of a testator or intestate.

(3.) This Section applies only in cases of death after the Commencement of this Law.

*Discharge of Incumbrances on Sale.*

7—(1.) Where Land subject to any Incumbrance, whether immediately payable or not, is sold by the Court or out of Court, the Court may, if it think fit, on the application of any party to the Sale, direct or allow payment into Court,—in case of an annual sum charged on the Land, or of a capital sum charged on a determinable interest in the Land, of such amount as, when invested in Government Securities, the Court considers will be sufficient, by means of the dividends thereof, to keep down or otherwise provide for that Charge,—and in any other case of capital money charged on the Land, of the amount sufficient to meet the Incumbrance and any interest due thereon;—but in either case there shall also be paid into Court such additional amount as the Court considers will be sufficient to

Provision by Court for incumbrances, and sale freed therefrom.



meet the contingency of further costs, expenses and interest, and any other contingency, except depreciation of Investments, not exceeding one tenth part of the original amount to be paid in, unless the Court, for special reason, thinks fit to require a larger additional amount.

(2.) Thereupon the Court may, if it think fit, and either after or without any notice to the Incumbrancer, as the Court thinks fit, declare the Land to be freed from the Incumbrance, and make any Order for Conveyance, or Vesting Order, proper for giving effect to the Sale, and give directions for the retention and investment of the money in Court.

(3.) After notice served on the persons interested in or entitled to the money or Fund in Court, the Court may direct payment or transfer thereof to the persons entitled to receive or give a discharge for the same, and generally may give directions respecting the application or distribution of the Capital or Income thereof.

(4.) This Section applies to Sales not completed at the Commencement of this Law, and to sales thereafter made.

#### *General Words.*

General words in  
conveyances of  
land, or buildings.

8—(1.) A Conveyance of Land shall be deemed to include, and shall by virtue of this Law operate to convey with the Land, all buildings, erections, fixtures, commons, hedges, ditches, fences, ways, waters, water courses, liberties, privileges, easements, rights and advantages, whatsoever, appertaining or reputed to appertain to the Land, or any part thereof, or at the time of Conveyance demised, occupied or enjoyed therewith, or reputed or known as part or parcel of or appurtenant to the Land, or any part thereof.

(2.) A Conveyance of Land having houses or other buildings thereon shall be deemed to include, and shall by virtue of this Law operate to convey with the Land, houses or other buildings, all outhouses, erections, fixtures, cellars, areas, courts, courtyards, cisterns, sewers, gutters, drains, ways, passages, lights, watercourses, liberties, privileges, easements, rights and advantages, whatsoever, appertaining or reputed to appertain to the Land, houses or other buildings conveyed, or

any of them, or any part thereof, or at the time of Conveyance demised, occupied or enjoyed with, or reputed or known as part or parcel of or appurtenant to, the Land, houses or other buildings conveyed, or any of them, or any part thereof.

(3.) This Section applies only if and as far as a contrary intention is not expressed in the Conveyance, and shall have effect subject to the terms of the Conveyance, and to the Provisions therein contained.

(4.) This Section shall not be construed as giving to any person a better title to any Property, right or thing, in this Section mentioned than the title which the Conveyance gives to him to the Land expressed to be conveyed, or as conveying to him any Property, right or thing, in this Section mentioned, further or otherwise than as the same could have been conveyed to him by the conveying parties.

(5.) This Section applies only to Conveyances made after the Commencement of this Law.

*Covenants for Title.*

9—(1.) In a Conveyance there shall in the several cases in this Section mentioned be deemed to be included, and there shall in those several cases by virtue of this Law be implied, a Covenant to the effect in this Section stated, by the person or by each person who conveys, as far as regards the subject matter or share of subject matter expressed to be conveyed by him, with the person, if one, to whom the Conveyance is made,—or with the persons jointly, if more than one, to whom the Conveyance is made as joint tenants,—or with each of the persons, if more than one, to whom the Conveyance is made as tenants in common, that is to say :

**Covenants for title to be implied.**

(A.) In a Conveyance for valuable consideration, other than a Mortgage, the following Covenant by a person who conveys and is expressed to convey as Beneficial Owner, (namely) :—

**In Conveyances for value by beneficial owner.**

That, notwithstanding anything by the person who so conveys, or any one through whom he derives title otherwise than by purchase for value, made, done, executed or omitted, or knowingly suffered, the person who so con-

**Right to convey.**



Quiet enjoyment.

Freedom from  
Incumbrance.

Further assurance.

veys has, with the concurrence of every other person, if any, conveying by his direction, full power to convey the subject matter expressed to be conveyed, subject as, if so expressed, and in the manner in which it is expressed to be conveyed; and that, notwithstanding anything as aforesaid, that subject matter shall remain to and be quietly entered upon, received and held, occupied, enjoyed and taken, by the person to whom the Conveyance is expressed to be made, and any person deriving title under him, and the benefit thereof shall be received and taken accordingly, without any lawful interruption or disturbance by the person who so conveys, or any person conveying by his direction, or rightfully claiming or to claim by, through, under or in trust, for the person who so conveys, or any person conveying by his direction, or by through or under any one, not being a person claiming in respect of an Estate or interest subject whereto the Conveyance is expressly made, through whom the person who so conveys derives title otherwise than by purchase for value; and that, freed and discharged from, or otherwise by the person who so conveys sufficiently indemnified against, all such Estates, incumbrances, claims and demands, other than those subject to which the Conveyance is expressly made, as either before or after the date of the Conveyance have been or shall be made, occasioned or suffered, by that person or by any person conveying by his direction, or by any person rightfully claiming by, through, under or in trust, for the person who so conveys, or by through or under any person conveying by his direction or by through or under any one through whom the person who so conveys derives title otherwise than by purchase for value; and further, that the person who so conveys, and any person conveying by his direction, and every other person having or rightfully claiming any Estate or interest in the subject matter of Conveyance, other than an Estate or interest subject whereto the Conveyance is expressly made, by, through, under or in trust for, the person who so conveys, or by through or under, any person conveying by his direction, or by

through or under any one through whom the person who so conveys derives title otherwise than by purchase for value, will, from time to time and at all times after the date of the Conveyance, on the request and at the cost of any person to whom the Conveyance is expressed to be made, or of any person deriving title under him, execute and do all such lawful assurances and things for further or more perfectly assuring the subject matter of the Conveyance to the person to whom the Conveyance is made, and to those deriving title under him, subject as, if so expressed, and in the manner in which the Conveyance is expressed to be made, as by him or them or any of them shall be reasonably required;

(in which Covenant a purchase for value shall not be deemed to include a Conveyance in consideration of Marriage).

(B.) In a Conveyance of Leasehold Property for valuable consideration, other than a Mortgage, the following further Covenant by a person who conveys and is expressed to convey as Beneficial Owner, (namely) :—

In Conveyances of Leasehold property for value, by beneficial owner.

That notwithstanding anything by the person who so conveys, or any one through whom he derives title otherwise than by purchase for value, made, done, executed or omitted, or knowingly suffered, the Lease or grant creating the term or estate for which the Land is conveyed is, at the time of Conveyance, a good valid and effectual, Lease or grant of the Property conveyed, and is in full force, unforfeited, unsurrendered, and in nowise become void or voidable, and that, notwithstanding anything as aforesaid, all the Rents reserved by, and all the Covenants, conditions and agreements contained in, the Lease or grant, and on the part of the Lessee or Grantee, and the persons deriving title under him, to be paid, observed and performed, have been paid, observed and performed, up to the time of Conveyance :

(in which Covenant a purchase for value shall not be deemed to include a Conveyance in consideration of Marriage) ;

(C.) In a Conveyance by way of Mortgage, the following Covenant by a person who conveys and is expressed to convey as Beneficial Owner (namely) :—

Validity of lease. In Mortgages by beneficial owner.

**Right to convey.**

That the person who so conveys has, with the concurrence of every other person, if any, conveying by his direction, full power to convey the subject matter expressed to be conveyed by him, subject as, if so expressed, and in the manner in which it is expressed to be conveyed; and also that if default is made in payment of the money intended to be secured by the Conveyance, or any interest thereon, or any part of that money or interest, contrary to any provision in the Conveyance, it shall be lawful for the person to whom the Conveyance is expressed to be made, and the persons deriving title under him, to enter into and upon, or receive and thenceforth quietly hold, occupy and enjoy, or take and have, the subject matter expressed to be conveyed, or any part thereof, without any lawful interruption or disturbance by the person who so conveys, or any person conveying by his direction, or any other person not being a person claiming in respect of an estate or interest subject whereto the Conveyance is expressly made; and that, freed and discharged from, or otherwise by the person who so conveys sufficiently indemnified against, all estates, incumbrances, claims and demands whatever, other than those subject whereto the Conveyance is expressly made; and further, that the person who so conveys, and every person conveying by his direction, and every person deriving title under any of them, and every other person having or rightfully claiming any estate or interest in the subject matter of Conveyance, or any part thereof, other than an estate or interest subject whereto the Conveyance is expressly made, will, from time to time and at all times, on the request of any person to whom the Conveyance is expressed to be made, or of any person deriving title under him, but, as long as any right of redemption exists under the Conveyance, at the cost of the person so conveying, or of those deriving title under him, and afterwards at the cost of the person making the request, execute and do all such lawful assurances and things for further or more perfectly assuring the subject matter of Conveyance, and every part thereof, to the person to whom

**Freedom from Incumbrance.****Further assurance.**



the Conveyance is made, and to those deriving title under him, subject as, if so expressed, and in the manner in which the Conveyance is expressed to be made, as by him or them or any of them shall be reasonably required;

(D.) In a Conveyance by way of Mortgage of Leasehold Property, the following further Covenant by a person who conveys and is expressed to convey as Beneficial Owner, (namely):—

In mortgages of leaseholds by beneficial owner.

That the Lease or grant creating the term or estate for which the Land is held is, at the time of Conveyance, a good valid and effectual Lease or grant of the Land conveyed, and is in full force, unforfeited and unsundered, and in nowise become void or voidable, and that all the Rents reserved by, and all the covenants, conditions and agreements, contained in, the Lease or grant, and on the part of the Lessee or Grantee and the persons deriving title under him to be paid, observed and performed, have been paid, observed and performed, up to the time of Conveyance; and also that the person so conveying, or the persons deriving title under him, will at all times, as long as any money remains on the security of the Conveyance, pay, observe and perform, or cause to be paid, observed and performed, all the Rents reserved by, and all the covenants, conditions and agreements, contained in, the Lease or grant, and on the part of the Lessee or Grantee and the persons deriving title under him to be paid, observed and performed, and will keep the person to whom the Conveyance is made, and those deriving title under him, indemnified against all actions, proceedings, costs, charges, damages, claims and demands, if any, to be incurred or sustained by him or them by reason of the non-payment of such Rent, or the non-observance or non-performance of such covenants, conditions and agreements, or any of them;

Validity of lease.

Payment of rent and performance of covenants.

(E.) In a Conveyance by way of Settlement, the following Covenant by a person who conveys and is expressed to convey as Settlor (namely):—

In settlements.

For further assurance, limited.

That the person so conveying, and every person deriving title under him by Deed, or act or operation of Law, in his life time subsequent to that Conveyance, or by testamentary disposition or devolution in Law on his death, will, from time to time, and at all times, after the date of that Conveyance, at the request and cost of any person deriving title thereunder, execute and do all such lawful assurances and things for further or more perfectly assuring the subject matter of the Conveyance to the persons to whom the Conveyance is made, and those deriving title under them, subject as, if so expressed, and in the manner in which the Conveyance is expressed to be made, as by them or any of them shall be reasonably required ;

In conveyances by Trustee or Mortgagee.

(F.) In any Conveyance, the following Covenant by every person who conveys and is expressed to convey as Trustee or Mortgagee, or as personal representative of a deceased person, or as Committee of a Lunatic so found by Inquisition, or under an Order of the Court, which Covenant shall be deemed to extend to every such person's own acts only, (namely) :—

Against incumbrances.

That the person so conveying has not executed or done, or knowingly suffered, or been party or privy to, any deed or thing whereby or by means whereof the subject matter of the Conveyance, or any part thereof, is or may be impeached, charged, affected or incumbered, in title, estate or otherwise, or whereby or by means whereof the person who so conveys is in anywise hindered from conveying the subject matter of the Conveyance, or any part thereof, in the manner in which it is expressed to be conveyed.

In conveyances by direction of beneficial owner.

(2.) Where in a Conveyance it is expressed that by direction of a person expressed to direct as Beneficial Owner another person conveys, then, within this Section, the person giving the direction, whether he conveys and is expressed to convey as Beneficial Owner or not, shall be deemed to convey and to be expressed to convey as Beneficial Owner the subject



matter so conveyed by his direction; and a Covenant on his part shall be implied accordingly.

(3.) Where a Wife conveys and is expressed to convey as Beneficial Owner, and the Husband also conveys and is expressed to convey as Beneficial Owner, then, within this Section, the Wife shall be deemed to convey and to be expressed to, convey by direction of the Husband, as Beneficial Owner; and, in addition to the Covenant implied on the part of the Wife, there shall also be implied,—first a Covenant on the part of the Husband as the person giving that direction, and—secondly, a Covenant on the part of the Husband in the same terms as the Covenant implied on the part of the wife.

Implied covenants in conveyances by husband and wife.

(4.) Where in a Conveyance a person conveying is not expressed to convey as Beneficial Owner, or as Settlor, or as Trustee, or as Mortgagee, or as personal representative of a deceased person, or as Committee of a Lunatic so found by Inquisition, or under an Order of the Court, or by direction of a person as Beneficial Owner, no Covenant on the part of the person conveying shall be, by virtue of this Section, implied in the Conveyance.

(5.) In this Section a Conveyance does not include a demise by way of Lease at a Rent.

(6.) The benefit of a Covenant implied as aforesaid shall be annexed and incident to, and shall go with, the Estate or interest of the implied Covenantee, and shall be capable of being enforced by every person in whom that Estate or interest is, for the whole or any part thereof, from time to time vested.

(7.) A Covenant implied as aforesaid may be varied or extended by Deed, and, as so varied or extended, shall, as far as may be, operate in the like manner, and with all the like incidents, effects and consequences, as if such variations or extensions were directed in this Section to be implied.

(8.) This Section applies only to Conveyances made after the Commencement of this Law.

#### *Execution of Purchase Deed.*

10—On a Sale, the Purchaser shall not be entitled to require that the Conveyance to him be executed in his presence, or

Rights of purchaser as to execution.

in that of his Solicitor, as such,—but shall be entitled to have, at his own cost, the execution of the Conveyance attested by some person appointed by him, who may, if he think fit, be his Solicitor.

This Section applies only to Sales made after the Commencement of this Law.

### III.—LEASES.

Rent and benefit of Lessee's covenants to run with reversion.

11—Rent reserved by a Lease, and the benefit of every covenant or provision therein contained having reference to the subject matter thereof, and on the Lessee's part to be observed or performed, and every condition of re-entry and other condition therein contained, shall be annexed and incident to and shall go with the reversionary estate in the Land, or in any part thereof, immediately expectant on the term granted by the Lease, notwithstanding severance of that reversionary estate, and shall be capable of being recovered, received, enforced and taken advantage of, by the person from time to time entitled, subject to the term, to the Income of the whole or any part, as the case may require, of the Land leased.

This Section applies only to Leases made after the Commencement of this Law.

Obligation of Lessor's covenants to run with reversion.

12—The obligation of a Covenant entered into by a Lessor with reference to the subject matter of the Lease shall, if and as far as the Lessor has power to bind the reversionary estate immediately expectant on the term granted by the Lease, be annexed and incident to and shall go with that reversionary estate, or the several parts thereof notwithstanding severance of that reversionary estate, and may be taken advantage of and enforced by the person in whom the term is from time to time vested by Conveyance, devolution in Law or otherwise; and, if and as far as the Lessor has power to bind the person from time to time entitled to that reversionary estate, the obligation aforesaid may be taken advantage of and enforced against any person so entitled.

This Section applies only to Leases made after the Commencement of this Law.

13—Notwithstanding the severance by Conveyance, surrender or otherwise, of the reversionary estate in any Land comprised in a Lease, and notwithstanding the avoidance or cesser in any other manner of the term granted by a Lease as to part only of the Land comprised therein, every condition or right of re-entry, and every other condition, contained in the Lease shall be apportioned, and shall remain annexed to the severed parts of the reversionary Estate as severed, and shall be in force with respect to the term whereon each severed part is reversionary, or the term in any Land which has not been surrendered, or as to which the term has not been avoided, or has not otherwise ceased, in like manner as if the Land comprised in each severed part, or the Land as to which the term remains subsisting, as the case may be, had alone originally been comprised in the Lease.

Apportionment of conditions on severance, &c.

This Section applies only to Leases made after the Commencement of the Law.

14—(1.) On a contract to grant a Lease for a term of years to be derived out of a Leasehold interest with a Leasehold reversion, the intended Lessee shall not have the right to call for the title to that reversion.

On sub-demise,—title to leasehold reversion not to be required.

(2) This Section applies only if and as far as a contrary intention is not expressed in the contract, and shall have effect subject to the terms of the contract, and to the provisions therein contained.

(3) This Section applies only to contracts made after the Commencement of this Law.

15—Where a Lease is made under a Power contained in a Settlement, Will, Statute or other Instrument, any preliminary contract for or relating to the Lease shall not, for the purpose of the deduction of title to an intended assign, form part of the title or evidence of the title to the Lease.

Contract for Lease not part of title to Lease.

This Section applies only to Leases made after the Commencement of this Law.

### *Forfeiture.*

16—(1.) A right of re-entry or Forfeiture under any proviso or stipulation in a Lease, for a breach of any covenant or con-

Restrictions on and relief against forfeiture of leases.



dition in the Lease, shall not be enforceable, by Action or otherwise, unless and until the Lessor serves on the Lessee a notice specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the Lessee to remedy the breach, and, in any case, requiring the Lessee to make compensation in money for the breach, and the Lessee fails, within a reasonable time thereafter, to remedy the breach if it is capable of remedy, and to make reasonable compensation in money to the satisfaction of the Lessor for the breach.

(2.) Where a Lessor is proceeding, by Action or otherwise, to enforce such a right of re-entry or Forfeiture, the Lessee may, in the Lessor's Action, if any, or in any Action brought by himself, apply to the Court for relief; and the Court may grant or refuse relief as the Court, having regard to the proceedings and conduct of the parties under the foregoing Provisions of this Section, and to all the other circumstances, thinks fit,—and in case of relief may grant it on such terms, if any, as to costs, expenses, damages, compensation, penalty or otherwise, including the granting of an injunction to restrain any like breach in the future, as the Court, in the circumstances of each case, thinks fit.

(3.) For the purposes of this Section a Lease includes an original or derivative Under-lease, also a grant at a fee farm rent, or securing a Rent by condition; and a Lessee includes an original or derivative Under-lessee, and the heirs, executors, administrators and assigns, of a Lessee, also a Grantee under such a grant as aforesaid, his heirs and assigns; and a Lessor includes an original or derivative Under-lessor, and the heirs, executors, administrators and assigns, of a Lessor, also a Grantor as aforesaid, and his heirs and assigns.

(4.) This Section applies although the proviso or stipulation under which the right of re-entry or Forfeiture accrues is inserted in the Lease in pursuance of the directions of any Statute.

(5.) For the purposes of this Section a Lease limited to continue as long only as the Lessee abstains from committing a breach of covenant shall be and take effect as a Lease to continue for any longer term for which it could subsist, but determinable by a proviso for re-entry on such a breach.



(6.) This Section does not extend—

(i.) To a covenant or condition against the assigning, underletting, parting with the possession or disposing of, the Land leased, or to a condition for Forfeiture on the Bankruptcy of the Lessee, or on the taking in execution of the Lessee's interest,—or

(ii.) In case of a Mining Lease, to a covenant or condition for allowing the Lessor to have access to or inspect books, accounts, records, weighing machines or other things, or to enter or inspect the Mine or the workings thereof.

(7.) This Section shall not affect the law relating to re-entry or Forfeiture or relief in case of nonpayment of Rent.

(8.) This Section applies to Leases made either before or after the Commencement of this Law, and shall have effect notwithstanding any stipulation to the contrary.

#### IV.—MORTGAGES.

17—(1.) Where a Mortgagor is entitled to redeem, he shall, by virtue of this Law, have power to require the Mortgagee, instead of re-conveying, or of entering satisfaction on the margin of the Record in the Island Record Office of the Mortgage, and on the terms on which he would be bound to re-convey, to assign the Mortgage debt and convey the mortgaged Property to any third person as the Mortgagor directs; and the Mortgagee shall, by virtue of this Law, be bound to assign and convey accordingly.

*Obligation on Mortgagee to transfer instead of re-conveying or satisfying the Record.*

(2.) This Provision shall belong to and be capable of being enforced by each Incumbrancer, or by the Mortgagor, notwithstanding any intermediate Incumbrance; but a requisition of an Incumbrancer shall prevail over a requisition of the Mortgagor, and, as between Incumbrancers, a requisition of a prior Incumbrancer shall prevail over a requisition of a subsequent Incumbrancer.

(3.) This Section does not apply in the case of a Mortgagee being or having been in possession.

(4.) This Section applies to Mortgages made either before

or after the Commencement of this Law, and shall have effect notwithstanding any stipulation to the contrary.

Power for Mortgagor to inspect title deeds.

18—A Mortgagor, as long as his right to redeem subsists, shall, by virtue of this Law, be entitled from time to time, at reasonable times, on his request and at his own cost, and on payment of the Mortgagee's cost and expenses in this behalf, to inspect and make copies or abstracts of or extracts from the documents of title relating to the mortgaged Property in the custody or power of the Mortgagee.

This Section applies only to Mortgages made after the Commencement of this Law, and shall have effect notwithstanding any stipulation to the contrary.

Restriction on consolidation of mortgages.

19—(1.) A Mortgagor seeking to redeem any one Mortgage shall, by virtue of this Law, be entitled to do so without paying any money due under any separate Mortgage made by him, or by any person through whom he claims, on Property other than that comprised in the Mortgage which he seeks to redeem.

(2.) This Section applies only if and as far as a contrary intention is not expressed in the Mortgage deeds, or one of them.

(3.) This Section applies only where the Mortgages, or one of them, are or is made after the Commencement of this Law.

#### *Leases.*

Leasing powers of Mortgagor and of Mortgagee in possession.

20—(1.) A Mortgagor of Land while in possession shall, as against every Incumbrancer, have, by virtue of this Law, power to make from time to time any such Lease of the mortgaged Land, or any part thereof, as is in this Section described and authorised.

(2.) A Mortgagee of Land while in possession shall, as against all prior Incumbrancers, if any, and as against the Mortgagor, have, by virtue of this Law, power to make from time to time any such Lease as aforesaid.

(3.) The Leases which this Section authorises are,—

(i.) An agricultural or occupation Lease for any term not exceeding twenty-one years; and

- (ii.) A Building Lease for any term not exceeding ninety-nine years.
- (4.) Every person making a Lease under this Section may execute and do all assurances and things necessary or proper in that behalf.
- (5.) Every such Lease shall be made to take effect in possession not later than twelve months after its date.
- (6.) Every such Lease shall reserve the best Rent that can reasonably be obtained, regard being had to the circumstances of the case, but without any Fine being taken.
- (7.) Every such Lease shall contain a covenant by the Lessee for payment of the Rent, and a condition of re-entry on the Rent not being paid within a time therein specified, not exceeding thirty days.
- (8.) Every such Lease shall be recorded in the Record Office of Jamaica, if wholly executed in Jamaica within ninety days of its execution, or if wholly or partly executed out of this Island within twelve months of its execution.
- (9.) Every such Building Lease shall be made in consideration of the Lessee, or some person by whose direction the Lease is granted, having erected, or agreeing to erect within not more than five years from the date of the Lease, buildings new or additional, or having improved or repaired buildings, or agreeing to improve or repair buildings within that time, or having executed, or agreeing to execute within that time, on the Land leased, an improvement for or in connection with building purposes.
- (10.) In any such Building Lease a pepper corn Rent, or a nominal or other Rent less than the Rent ultimately payable, may be made payable for the first five years, or any less part of the term.
- (11.) In case of a Lease by the Mortgagor, he shall within thirty days after recording the Lease deliver to the Mortgagee, or, where there are more than one, to the Mortgagee first in priority, a copy of the Lease with a note thereon of the date of the recording thereof; but the Lessee shall not be concerned to see that this provision is complied with.



(12.) A contract to make or accept a Lease under this Section may be enforced within six months of the making thereof by or against every person on whom the Lease, if granted, would be binding.

(13.) This Section applies only if and as far as a contrary intention is not expressed by the Mortgagor and Mortgagee in the Mortgage deed, or otherwise in writing, and shall have effect subject to the terms of the Mortgage deed or of any such writing, and to the provisions therein contained.

(14.) Nothing in this Law shall prevent the Mortgage deed from reserving to or conferring on the Mortgagor or the Mortgagee, or both, any further or other powers of leasing or having reference to leasing; and any further or other powers so reserved or conferred shall be exercisable, as far as may be, as if they were conferred by this Law, and with all the like incidents, effects and consequences, unless a contrary intention is expressed in the Mortgage deed.

(15.) Nothing in this Law shall be construed to enable a Mortgagor or Mortgagee to make a Lease for any longer term, or on any other conditions, than such as could have been granted or imposed by the Mortgagor, with the concurrence of all the Incumbrancers, if this Law had not been passed.

(16.) This Section applies only in case of a Mortgage made after the Commencement of this Law; but the provisions thereof, or any of them, may, by agreement in writing made after the Commencement of this Law between Mortgagor and Mortgagee, be applied to a Mortgage made before the Commencement of this Law, so, nevertheless, that any such agreement shall not prejudicially affect any right or interest of any Mortgagee not joining in or adopting the agreement.

(17.) The Provisions of this Section referring to a Lease shall be construed to extend and apply, as far as circumstances admit, to any letting, and to an agreement, whether in writing or not, for leasing or letting.

*Sale, Insurance, Receiver, Timber.*

Powers incident to  
estate or interest of  
Mortgagee.

21—(1.) A Mortgagee, where the Mortgage is made by deed, shall, by virtue of this Law, have the following powers



to the like extent as if they had been in terms conferred by the Mortgage deed, but not further (namely) :—

- (i.) A power, when the Mortgage money has become due, to sell, or to concur with any other person in selling, the mortgaged Property, or any part thereof, either subject to prior charges or not, and either together or in lots, by public auction or by private contract, subject to such conditions respecting title, or evidence of title or other matter, as he (the Mortgagee) thinks fit, with power to vary any contract for sale, and to buy in at an auction, or to rescind any contract for sale and to re-sell, without being answerable for any loss occasioned thereby; and
  - (ii.) A power, at any time after the date of the Mortgage deed, to insure and keep insured against loss or damage by fire any building, or any effects or Property of an insurable nature, whether affixed to the freehold or not, being or forming part of the mortgaged Property; and the premiums paid for any such insurance shall be a charge on the Mortgaged property, in addition to the Mortgage money, and with the same priority, and with interest at the same rate, as the Mortgage money; and
  - (iii.) A power to the Mortgagee from time to time to sue for and recover from the Mortgagor any premiums under the aforesaid power, together with interest, as for money paid at the request of the Mortgagor, and may recover the same although such money may have been added to the principal loan;
  - (iv.) A power, when the Mortgage money has become due, to appoint a Receiver of the Income of the mortgaged Property, or of any part thereof; and
  - (v.) A power, while the Mortgagee is in possession, to cut and sell timber and other trees ripe for cutting, and not planted or left standing for shelter or ornament, or to contract for any such cutting and sale, to be completed within any time not exceeding twelve months from the making of the contract.
- (2.) The Provisions of this Law relating to the foregoing powers, comprised either in this Section or in any subsequent

Section regulating the exercise of those powers, may be varied or extended by the Mortgage deed, and as so varied or extended shall, as far as may be, operate in the like manner and with all the like incidents, effects and consequences, as if such variations or extensions were contained in this Law.

(3.) This Section applies only if and as far as a contrary intention is not expressed in the Mortgage deed, and shall have effect subject to the terms of the Mortgage deed, and to the provisions therein contained.

(4.) This Section applies only where the Mortgage deed is executed after the Commencement of this Law.

Regulation of exercise of power of sale.

22—(1.) A Mortgagee shall not exercise the Power of Sale conferred by this Law unless and until,—

(i.) Notice requiring payment of the Mortgage Money has been served on the Mortgagor or one of several Mortgagors, and default has made in payment of the mortgage money, or of part thereof, for three months after such service,—  
or

(ii.) Some interest under the Mortgage is in arrear and unpaid for two months after becoming due,—or

(iii.) There has been a breach of some provision contained in the Mortgage deed or in this Law, and on the part of the Mortgagor, or of some person concurring in making the Mortgage, to be observed or performed, other than and besides a covenant for payment of the Mortgage Money or interest thereon.

Conveyance, receipt, &c., on sale by Mortgagee and application of proceeds.

23—(1.) A Mortgagee exercising the Power of Sale conferred by this Law shall have power, by deed, to convey the Property sold, for such estate and interest therein as is the subject of the Mortgage, freed from all estates, interests and rights, to which the Mortgage has priority, but subject to all estates, interests and rights, which have priority to the Mortgage.

(2.) Where a Conveyance is made in professed exercise of the Power of Sale conferred by this Law, the title of the Purchaser shall not be impeachable on the ground that no case had arisen to authorise the Sale, or that due notice was not given, or that the Power was otherwise improperly or irregularly

exercised; but any person damnified by an unauthorized or improper or irregular exercise of the power shall have his remedy in damages against the person exercising the power.

(3.) The money which is received by the Mortgagee, arising from the sale, after discharge of prior Incumbrances to which the sale is not made subject, if any, or after payment into Court under this Law of a sum to meet any prior Incumbrance, shall be held by him in trust to be applied by him,—first, in payment of all costs, charges and expenses, properly incurred by him as incident to the sale or any attempted sale or otherwise,—and secondly, in discharge of the Mortgage Money, interest and costs, and other money, if any, due under the Mortgage; and the residue of the money so received shall be paid to the person entitled to the mortgaged Property, or authorized to give receipts for the proceeds of the sale thereof.

(4.) The Power of Sale conferred by this Law may be exercised by any person for the time being entitled to receive and give a discharge for the Mortgage Money.

(5.) The Power of Sale conferred by this Law shall not affect the right of Foreclosure.

(6.) The Mortgagee, his executors, administrators or assigns, shall not be answerable for any involuntary loss happening in or about the exercise or execution of the Power of Sale conferred by this Law, or of any trust connected therewith.

(7.) At any time after the Power of Sale conferred by this Law has become exercisable, the person entitled to exercise the same may demand and recover from any person, other than a person having in the mortgage Property an estate, interest or right, in priority to the Mortgage, all the deeds and documents relating to the Property, or to the title thereto, which a Purchaser under the Power of Sale would be entitled to demand and recover from him.

24—(1.) The receipt in writing of a Mortgagee shall be a sufficient discharge for any money arising under the Power of Sale conferred by this Law, or for any money or Securities comprised in his Mortgage, or arising thereunder; and a person paying or transferring the same to the Mortgagee shall not be

Mortgagee's  
receipts,  
discharges, &c.



concerned to enquire whether any money remains due under the Mortgage.

(2.) Money received by a Mortgagee under his Mortgage, or from the proceeds of Securities comprised in his Mortgage, shall be applied in like manner as in this Law directed respecting money received by him arising from a sale under the Power of Sale conferred by this Law,—but with this variation, that the cost, charges and expenses, payable shall include the costs, charges and expenses, properly incurred of recovering and receiving the money or Securities, and of conversion of Securities into money, instead of those incident to sale.

Amount and  
application of  
insurance money.

25—(1.) The amount of an insurance effected by a Mortgagee against loss or damage by fire under the power in that behalf conferred by this Law shall not exceed the amount specified in the Mortgage deed, or, if no amount is therein specified, then shall not exceed two third parts of the amount that would be required, in case of total destruction, to restore the Property insured.

(2.) An insurance shall not, under the power conferred by this Law, be effected by a Mortgagee in any of the following cases (namely):

- (i.) Where there is a declaration in the Mortgage deed that no insurance is required;
- (ii.) Where an insurance is kept up by or on behalf of the Mortgagee in accordance with the Mortgage deed;
- (iii.) Where the Mortgage deed contains no stipulation respecting insurance, and an insurance is kept up by or on behalf of the Mortgagor to the amount in which the Mortgagee is by this Law authorized to insure, and notice thereof given to the Mortgagee.

(3.) All money received on an insurance effected under the Mortgage deed or under this Law shall, if the Mortgagee so requires, be applied by the Mortgagor in making good the loss or damage in respect of which the money is received.

(4.) Without prejudice to any obligation to the contrary imposed by Law, or by special contract, a Mortgagee



may require that all money received on an insurance be applied in or towards discharge of the money due under his Mortgage.

26—(1.) A Mortgagee entitled to appoint a Receiver under the power in that behalf conferred by this Law shall not appoint a Receiver until he has become entitled to exercise the Power of Sale conferred by this Law, but may then, by writing under his hand, appoint such person as he thinks fit to be Receiver, and such appointment shall be recorded in the Record Office of Jamaica before or within thirty days of its being acted upon.

Appointment,  
powers, remuneration and duties of  
Receiver.

(2.) The Receiver shall be deemed to be the agent of the Mortgagor; and the Mortgagor shall be solely responsible for the Receiver's acts or defaults, unless the Mortgage deed otherwise provides.

(3.) The Receiver shall have power to demand and recover all the Income of the Property of which he is appointed Receiver, by action, distress or otherwise, in the name either of the Mortgagor or of the Mortgagee, to the full extent of the estate or interest which the Mortgagor could dispose of, and to give effectual receipts, accordingly, for the same.

(4.) A person paying money to the Receiver shall not be concerned to inquire whether any case has happened to authorise the Receiver to act.

(5.) The Receiver may be removed, and a new Receiver may be appointed, from time to time, by the Mortgagee, by writing under his hand and recorded as aforesaid.

(6.) The Receiver shall be entitled to retain out of any money received by him, for his remuneration, and in satisfaction of all costs, charges and expenses, incurred by him as Receiver, a commission at such rate, not exceeding five per centum on the gross amount of all money received, as is specified in his Appointment, and if no rate is so specified, then at the rate of five per centum on that gross amount, or at such higher rate as the Court thinks fit to allow, on application made by him for that purpose.

(7.) The Receiver shall, if so directed in writing by the

Mortgagee, insure and keep insured against loss or damage by fire, out of the money received by him, any building, effects or property, comprised in the Mortgage, whether affixed to the freehold or not, being of an insurable nature.

(8.) The Receiver shall apply all money received by him as follows (namely):—

- (i.) In discharge of all rents, taxes, rates and outgoings, whatever affecting the mortgaged Property; and
  - (ii.) In keeping down all annual sums or other payments, and the interest on all principal sums, having priority to the Mortgage in right whereof he is Receiver; and
  - (iii.) In payment of his commission, and of the premiums on fire life or other insurances, if any, properly payable under the Mortgage deed or under this Law, and the cost of executing necessary or proper repairs directed in writing by the Mortgagee; and
  - (iv.) In payment of the interest accruing due in respect of any principal money due under the Mortgage;
- and shall pay the residue of the money received by him to the person who, but for the possession of the Receiver, would have been entitled to receive the Income of the mortgaged Property, or who is otherwise entitled to that Property.

*Action respecting Mortgages.*

Sale of mortgaged  
property in action  
for foreclosure, &c.

27—(1.) Any person entitled to redeem mortgaged Property may have a Judgment or Order for sale instead of for redemption in an Action brought by him either for redemption alone, or for sale alone, or for sale or redemption in the alternative.

(2.) In any Action, whether for Foreclosure or for Redemption, or for Sale, or for the raising and payment in any manner of Mortgage Money, the Court, on the request of the Mortgagee, or of any person interested either in the Mortgage Money or in the right of redemption, and notwithstanding the dissent of any other person, and notwithstanding that the Mortgagee or any person so interested does not appear in the Action, and without allowing any time for redemption or for payment of any Mortgage Money, may, if it thinks fit, direct a Sale of the mortgaged Property, on such terms as it thinks

fit, including, if it thinks fit, the deposit in Court of a reasonable sum fixed by the Court to meet the expenses of Sale and to secure performance of the terms.

(3.) But, in an Action brought by a person interested in the right of redemption and seeking a sale, the Court may, on the application of any Defendant, direct the Plaintiff to give such security for costs as the Court thinks fit, and may give the conduct of the sale to any Defendant, and may give such directions as it thinks fit respecting the costs of the Defendants, or any of them.

(4.) In any case within this Section the Court may, if it thinks fit, direct a Sale without previously determining the priorities of Incumbrancers.

(5.) This Section applies to Actions brought either before or after the Commencement of this Law.

#### V.—STATUTORY MORTGAGE.

28—(1.) A Mortgage of freehold or leasehold Land may be made by a Deed expressed to be made by way of Statutory Mortgage, being in the Form given in Part I of the first Schedule to this Law, with such variations and additions, if any, as circumstances may require, and the Provisions of this Section shall apply thereto.

Form of Statutory  
Mortgage in Schedule.

Such Deed if wholly executed in this Island shall be recorded in the Record Office of Jamaica within thirty days of its date, but if executed wholly or partly out of this Island then within six months of its date.

(2.) There shall be deemed to be included, and there shall by virtue of this Law be implied, in the Mortgage deed,—

Covenants and  
provisoes implied  
therein.

First, a Covenant with the Mortgagee, by the person expressed therein to convey as Mortgagor, to the effect following, (namely),—

That the Mortgagor will, on the stated day, pay to the Mortgagee the stated Mortgage money, with interest thereon in the meantime at the stated rate, and will thereafter, if and as long as the Mortgage money or any part thereof remains unpaid, pay to the Mortgagee interest thereon, or on the unpaid part thereof, at the



stated rate, by equal half yearly payments, the first thereof to be made at the end of six calendar months from the day stated for payment of the Mortgage money,—

Secondly, a Proviso to the effect following, (namely),—

That if the Mortgagor, on the stated day, pays to the Mortgagee the stated Mortgage money, with interest thereon in the mean time at the stated rate, the Mortgagee at any time thereafter, at the request and cost of the Mortgagor, shall re-convey the Mortgaged property to the Mortgagor, or as he shall direct.

Forms of Statutory  
transfer of Mort-  
gage in Schedule.

29—(1.) A Transfer of a Statutory Mortgage may be made by a Deed expressed to be made by way of Statutory Transfer of Mortgage, being in such one of the three Forms (A) and (B) and (C), given in Part II of the First Schedule to this Law as may be appropriate to the case, with such variations and additions, if any, as circumstances may require, and the Provisions of this Section shall apply thereto.

Effect thereof.

(2.) In whichever of those three Forms the Deed of Transfer is made, it shall have effect as follows, (namely);—

(i.) There shall become vested in the person to whom the benefit of the Mortgage is expressed to be transferred, who with his executors, administrators and assigns, is hereafter in this Section designated the Transferee, the right to demand, sue for, recover and give receipts for, the Mortgage Money, or the unpaid part thereof, and the interest then due, if any, and thenceforth to become due thereon, and the benefit of all Securities for the same, and the benefit of and the right to sue on all covenants with the Mortgagee, and the right to exercise all powers of the Mortgagee;

(ii.) All the estate and interest, subject to redemption, of the Mortgaged Land shall vest in the Transferee, subject to redemption.

Form B. Effect of.

(3.) If the Deed of Transfer is made in the Form (B), there shall also be deemed to be included, and there shall by virtue of this Law be implied therein, a Covenant with the transferee, by the person expressed to join therein as Covenantor, to the effect following, (namely),—



That the Covenantor will, on the next of the days by the Mortgage Deed fixed for payment of interest, pay to the Transferee the stated Mortgage Money, or so much thereof as then remains unpaid, with interest thereon, or on the unpaid part thereof, in the meantime, at the rate stated in the Mortgage Deed,—and will thereafter, as long as the Mortgage Money, or any part thereof, remains unpaid, pay to the Transferee interest on that sum, or the unpaid part thereof, at the same rate, on the successive days by the Mortgage Deed fixed for payment of interest.

(4.) If the Deed of Transfer is made in the Form (C), it shall, by virtue of this Law, operate not only as a Statutory Transfer of Mortgage, but also as a Statutory Mortgage, and the Provisions of this Section shall have effect in relation thereto accordingly; but it shall not be liable to any increased Stamp Duty by reason only of its being designated a Mortgage.

Form C. Effect of

30—In a Deed of Statutory Mortgage, or of Statutory Transfer of Mortgage, where more persons than one are expressed to convey as Mortgagors, or to join as Covenantors, the implied Covenant on their part shall be deemed to be a joint and several Covenant by them; and where there are more Mortgagees or more Transferees than one, the implied Covenant with them shall be deemed to be a Covenant with them jointly, unless the amount secured is expressed to be secured to them in shares or distinct sums, in which latter case the implied Covenant with them shall be deemed to be a Covenant with each severally in respect of the share or distinct sum secured to him.

Implied covenants joint and several.

31—A Re-conveyance of a Statutory Mortgage may be made by a Deed expressed to be made by way of Statutory Re-conveyance of Mortgage, being in the Form given in Part III. of the First Schedule to this Law, with such variations and additions, if any, as circumstances may require.

Form of Re-conveyance of Statutory Mortgage in Schedule

#### VI.—TRUST AND MORTGAGE ESTATES, ON DEATH.

32—Where an estate or interest of inheritance, or limited to the heir as Special Occupant, in any tenements or hereditaments, corporeal or incorporeal, is vested on any trust, or

Devolution of Trust and Mortgage Estates on death.

by way of Mortgage, in any person solely, the same shall, on his death, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives or representative, from time to time, in like manner as if the same were a chattel real vesting in them or him; and accordingly all the like powers, for one only of several joint personal representatives, as well as for a single personal representative, and for all the personal representatives together, to dispose of and otherwise deal with the same, shall belong to the deceased's personal representatives or representative from time to time, with all the like incidents, but subject to all the like rights, equities and obligations, as if the same were a chattel real vesting in them or him; and, for the purposes of this Section, the personal representatives for the time being of the deceased shall be deemed in Law his heirs and assigns, within the meaning of all trusts and powers.

This Section applies only in cases of death after the Commencement of this Law.

#### VII—TRUSTEES AND EXECUTORS.

Appointment of  
New Trustees,  
vesting of Trust  
Property, &c.

33—Where a Trustee, either original or substituted, and whether appointed by a Court or otherwise, is dead, or remains out of Jamaica for more than twelve months, or desires to be discharged from the trusts or powers reposed in or conferred on him, or refuses or is unfit to act therein, or is incapable of acting therein,—then the person or persons nominated for this purpose by the Instrument, if any, creating the trust,—or if there is no such person, or no such person able and willing to act, then the surviving or continuing trustees or trustee for the time being, or the personal representatives of the last surviving or continuing Trustee,—may, by writing, appoint another person or other persons to be a Trustee or Trustees in the place of the Trustee dead, remaining out of the Island, desiring to be discharged, refusing or being unfit, or being incapable, as aforesaid.

(2.) On an Appointment of a new Trustee, the number of Trustees may be increased.

(3.) On an Appointment of a new Trustee, it shall not be obligatory to appoint more than one new Trustee where only

one Trustee was originally appointed, or to fill up the original number of Trustees where more than two Trustees were originally appointed; but, except where only one Trustee was originally appointed, a Trustee shall not be discharged under this Section from his Trust unless there will be at least two Trustees to perform the Trust.

(4.) On an Appointment of a new Trustee any assurance or thing requisite for vesting the Trust Property, or any part thereof, jointly in the persons who are the Trustees, shall be executed or done.

(5.) Every new Trustee so appointed, as well before as after all the Trust Property becomes by law, or by assurance or otherwise, vested in him, shall have the same powers, authorities and discretions, and may in all respects act, as if he had been originally appointed a Trustee by the Instrument, if any, creating the Trust.

(6.) The Provisions of this Section relative to a Trustee who is dead include the case of a person nominated Trustee in a Will but dying before the Testator; and those relative to a continuing Trustee include a refusing or retiring Trustee, if willing to act in the execution of the Provisions of this Section.

(7.) This Section applies only if and as far as a contrary intention is not expressed in the Instrument, if any, creating the Trust, and shall have effect subject to the terms of that Instrument, and to any provisions therein contained.

(8.) On an Appointment of new Trustees, a separate set of Trustees may be appointed for any part of the Trust Property held on trusts distinct from those relating to any other part or parts of the Trust Property,—or, if only one Trustee was originally appointed, then one separate Trustee may be so appointed for the first mentioned part.

(9.) Every such Appointment made under this Section shall be recorded in the Record Office of Jamaica.

(10.) This Section applies to Trusts created either before or after the Commencement of this Law.

34—(1.) Where there are more than two Trustees,—if one of them by Deed declares that he is desirous of being discharged

Retirement of  
Trustee.



from the Trust, and if his Co-trustees and such other person, if any, as is empowered to appoint Trustees, by Deed consent to the discharge of the Trustee, and to the vesting in the Co-trustees alone of the Trust Property, then the Trustee desirous of being discharged shall be deemed to have retired from the Trust, and shall, by the Deed, be discharged therefrom under this Law, without any new Trustee being appointed in his place.

(2.) Any assurance or thing requisite for vesting the Trust Property in the continuing Trustees alone shall be executed or done.

(3.) This Section applies only if and as far as a contrary intention is not expressed in the Instrument, if any, creating the Trust, and shall have effect subject to the terms of that Instrument, and to any provisions therein contained.

(4.) Every such Deed or assurance made under this Section, and every order of Court appointing a new Trustee, shall be recorded in the Record Office of Jamaica.

(5.) This Section applies to Trusts created either before or after the Commencement of this Law.

Powers of new  
Trustees appointed  
by Court.

35—Every Trustee appointed by a Court of competent Jurisdiction shall, as well before as after the Trust Property becomes by Law, or by assurance or otherwise, vested in him, have the same powers, authorities and discretions, and may in all respects act, as if he had been originally appointed a Trustee by the Instrument, if any, creating the Trust.

This Section applies to Appointments made either before or after the Commencement of this Law.

Vesting of Trust  
Property in new or  
continuing Trust-  
ees.

36—(1.) Where a Deed by which a new Trustee is appointed to perform any Trust contains a Declaration by the Appointor to the effect that any estate or interest in any Land subject to the Trust, or in any chattel so subject, or the right to recover and receive any debt or other thing in action so subject, shall vest in the persons who by virtue of the Deed become and are the Trustees for performing the Trust,—that Declaration shall, without any Conveyance or assignment, operate to vest in those persons, as joint tenants, and for the purposes of the Trust, that estate, interest or right.



(2.) Where a Deed by which a retiring Trustee is discharged under this Law contains such a Declaration as in this Section mentioned by retiring and continuing Trustees, and by the other person, if any, empowered to appoint Trustees, that Declaration shall, without any Conveyance or assignment, operate to vest in the continuing Trustees alone as joint tenants, and for the purposes of the Trust, the estate, interest or right, to which the Declaration relates.

(3.) This Section does not extend to any legal estate or interest in or to Land conveyed by way of Mortgage for securing money subject to the Trust, or to any such share, stock, annuity or property, as is only transferable in books kept by a Company or other Body, or in manner prescribed by or under any Statute.

(4.) For purposes of Registration of the Deed in the Record Office, the person or persons making the Declaration shall be deemed the conveying party or parties, and the Conveyance shall be deemed to be made by him or them under a power conferred by this Law.

(5.) This Section applies only to Deeds executed after the Commencement of this Law.

37—(1.) Where a Trust for sale or a Power of sale of property is vested in Trustees, they may sell or concur with any other person in selling all or any part of the Property, either subject to prior charges or not, and either together or in lots, by public auction or private contract, subject to any such conditions respecting title or evidence of title, or other matter, as the Trustees think fit, with power to vary any contract for sale, and to buy in at any auction, or to rescind any contract for sale and to resell, without being answerable for any loss.

Power for Trustees  
for sale to sell by  
Auction, &c.

(2.) This Section applies only if and as far as a contrary intention is not expressed in the Instrument creating the Trust or Power, and shall have effect subject to the terms of that Instrument, and to the provisions therein contained.

(3.) This Section applies only to a Trust or Power created by an Instrument coming into operation after the Commencement of this Law.

Trustees' receipts.

38—The Receipt in writing of any Trustees or Trustee for any money, securities, or other personal property or effects, payable transferable or deliverable to them or him under any Trust or Power shall be a sufficient discharge for the same, and shall effectually exonerate the person paying, transferring or delivering, the same from seeing to the application, or being answerable for any loss or misapplication, thereof.

This Section applies to Trusts created either before or after the Commencement of this Law.

Power for Executors and Trustees to compound, &c.

39—(1.) An Executor may pay or allow any debt or claim on any evidence that he thinks sufficient.

(2.) An Executor, or two or more Trustees acting together, or a sole acting Trustee where, by the Instrument, (if any), creating the Trust, a sole Trustee is authorized to execute the Trusts and Powers thereof, may, if and as he or they think fit, accept any composition, or any security, real or personal, for any debt, or for any property, real or personal, claimed, and may allow any time for payment of any debt, and may compromise, compound, abandon, submit to arbitration, or otherwise settle, any debt, account, claim or thing whatever, relating to the Testator's estate or to the Trust, and for any of those purposes may enter into, give, execute and do, such agreements, Instruments of composition or arrangement, releases and other things, as to him or them seem expedient, without being responsible for any loss occasioned by any act or thing so done by him or them in good faith.

(3.) As regards Trustees this Section applies only if and as far as a contrary intention is not expressed in the Instrument, if any, creating the trust, and shall have effect subject to the terms of that Instrument, and to the provisions therein contained.

(4.) This Section applies to Executorships and Trusts constituted or created either before or after the Commencement of this Law.

Powers to two or more persons, Executors or Trustees.

40—(1.) Where a Power or Trust is given to or vested in two or more persons by name jointly, or in two or more Execu-

tors or Trustees jointly, then,—unless the contrary is expressed in the Instrument, if any, creating the Power or Trust,—the same may be exercised or performed by the survivor or survivors of them for the time being.

(2.) This Section applies only to Executorships and Trusts constituted after or created by Instruments coming into operation after the Commencement of this Law.

#### *Powers.*

41—(1.) A person to whom any Power, whether coupled with an interest or not, is given may, by Deed, disclaim the Power, and after Disclaimer shall not be capable of exercising or joining in the exercise of the Power.

Disclaimer of  
Power by Trustees.

(2.) On such Disclaimer, the Power may be exercised by the other or others, or the survivors or survivor of the others, of the persons to whom the Power is given, unless the contrary is expressed in the Instrument creating the Power.

(3.) This Section applies to Powers created by Instruments coming into operation either before or after the Commencement of this Law.

#### VIII.—MARRIED WOMEN.

42—Notwithstanding that a Married Woman is restrained from anticipation the Court may, if it thinks fit, where it appears to the Court to be for her benefit, by Judgment or Order, with her consent, bind her interest in any Property.

Power of Court to  
bind interest of  
Married Woman.

This Section applies only to Judgments or Orders made after the Commencement of this Law.

43—A Married Woman, whether an infant or not, shall by virtue of this Law have power, as if she were unmarried and of full age, by Deed to appoint an Attorney on her behalf for the purpose of executing any Deed or doing any other act which she might herself execute or do; and the Provisions of this Law relating to Instruments creating powers of Attorney shall apply thereto.

Power of Attor-  
ney of Married  
Women.

This Section applies only to Deeds executed after the Commencement of this Law.



Management of  
land and receipt  
and application of  
income during  
minority.

44—(1.) If and as long as any person who would but for this Section be beneficially entitled to the possession of any Land is an infant, and being a woman is also unmarried, the Trustees appointed for this purpose by the Settlement, if any,—or if there are none so appointed, then the persons, if any, who are for the time being under the Settlement Trustees with power of sale of the Settled Land, or of part thereof, or with power of consent to or approval of the exercise of such a power of sale, or Trustees appointed for the purposes of the Settled Land Law 1888,—or if there are none, then any persons appointed as Trustees for this purpose by the Court, on the application of a guardian or next friend of the infant,—may enter into and continue in possession of the Land; and in every such case the subsequent Provisions of this Section shall apply.

(2.) The Trustees shall manage or superintend the management of the Land, with full power to fell timber or cut underwood from time to time in the usual course for sale, or for repairs or otherwise, and to erect, pull down, rebuild and repair, houses and other buildings and erections, and to continue the working of mines, minerals and quarries, which have usually been worked, and to drain or otherwise improve the Land or any part thereof, and to insure against any loss by fire, and to make allowances to and arrangements with tenants and others, and to determine tenancies, and to accept surrenders of leases and tenancies, and generally to deal with the Land in a proper and due course of management; but so that, where the infant is impeachable for waste, the Trustees shall not commit waste, and shall cut timber on the same terms only, and subject to the same restrictions, on and subject to which the infant could, if of full age, cut the same.

(3.) The Trustees may from time to time, out of the income of the Land, including the produce of the sale of timber and underwood, pay the expenses incurred in the management, or in the exercise of any power conferred by this Section or otherwise in relation to the Land, and all outgoings not payable by any tenant or other person, and shall keep down any annual sum, and the interest of any principal sum, charged on the Land.



(4.) The Trustees may apply at discretion any income which, in the exercise of such discretion, they deem proper according to the infant's age, for his or her maintenance, education or benefit, or pay thereout any money to the infant's parent or guardian, to be applied for the same purposes.

(5.) The Trustees shall lay out the residue of the income of the Land in investment on securities on which they are by the Settlement, if any, or by law, authorized to invest trust money, with power to vary investments,—and shall accumulate the income of the investment so made in the way of compound interest, by from time to time similarly investing such income, and the resulting income of investments,—and shall stand possessed of the accumulated fund arising from income of the Land, and from investments of income, on the Trusts following, (namely):—

- (i.) If the infant attains the age of twenty-one years, then in trust for the infant;
- (ii.) If the infant is a woman and marries while an infant, then in trust for her separate use, independently of her husband, and so that her receipt after she marries, and though still an infant, shall be a good discharge; but
- (iii.) If the infant dies while an infant, and being a woman without having been married,—then, where the infant was under a Settlement tenant for life, or by purchase tenant in tail or tail male or tail female, on the trusts, if any, declared of the accumulated fund by that Settlement;—but, where no such trusts are declared, or the infant has taken the Land from which the accumulated fund is derived by descent, and not by purchase, or the infant is tenant for an estate in fee simple, absolute or determinable, then in trust for the infant's personal representatives, as part of the infant's personal estate;

but the accumulations, or any part thereof, may at any time be applied as if the same were income arising in the then current year.

(6.) Where the infant's estate or interest is in an undivided share of Land, the powers of this Section relative to the Land

may be exercised jointly with persons entitled to possession of, or having power to act in relation to, the other undivided share or shares.

(7.) This Section applies only if and as far as a contrary intention is not expressed in the Instrument under which the interest of the infant arises, and shall have effect subject to the terms of that Instrument, and to the provisions therein contained.

(8.) This Section applies only where that Instrument comes into operation after the Commencement of this Law.

Application by  
Trustees of income  
of property of  
infant for main-  
tenance, &c.

45—(1.) Where any Property is held by Trustees in trust for an infant either for life or for any greater interest, and whether absolutely, or contingently on his attaining the age of twenty-one years, or on the occurrence of any event before his attaining that age, the Trustees may, at their sole discretion, pay to the infant's parent or guardian, if any, or otherwise apply for or towards the infant's maintenance, education or benefit, the income of that property, or any part thereof, whether there is any other fund applicable to the same purpose, or any person bound by law to provide for the infant's maintenance or education, or not.

(2.) The Trustees shall accumulate all the residue of that income in the way of compound interest, by investing the same and the resulting income thereof from time to time on Securities on which they are by the Settlement, if any, or by Law authorised to invest trust money, and shall hold those accumulations for the benefit of the person who ultimately becomes entitled to the Property from which the same arise; but so that the Trustees may at any time, if they think fit, apply those accumulations, or any part thereof, as if the same were income arising in the then current year.

(3.) This Section applies only if and so far as a contrary intention is not expressed in the Instrument under which the interest of the infant arises, and shall have effect subject to the terms of that Instrument, and to the provisions therein contained.

(4.) This Section applies whether that Instrument comes

into operation before or after the Commencement of this Law.

46—(1.) Where there is a person entitled to Land for an estate in fee, or for a term of years absolute or determinable on life, or for a term of life, with an executory limitation over on default or failure of all or any of his issue, whether within or at any specified period or time or not, that executory limitation shall be or become void and incapable of taking effect if and as soon as there is living any issue who has attained the age of twenty-one years of the class on default or failure whereof the limitation over was to take effect.

Executory limitations—restriction on.

(2.) This Section applies only where the executory limitation is contained in an Instrument coming into operation after the Commencement of this Law.

#### X.—RENT-CHARGES AND OTHER ANNUAL SUMS.

47—(1.) Where a person is entitled to receive out of any Land, or out of the income of any Land, any annual sum, payable half-yearly or otherwise, whether charged on the Land or on the income of the Land, and whether by way of Rent-charge or otherwise, not being rent incident to a reversion, then, subject and without prejudice to all estates, interests and rights, having priority to the annual sum, the person entitled to receive the same shall have such remedies for recovering and compelling payment of the same as are described in this Section, as far as those remedies might have been conferred by the Instrument under which the annual sum arises, but not further.

Remedy for recovery of annual sums charged on Land.

(2.) If at any time the annual sum, or any part thereof, is unpaid for twenty-one days next after the time appointed for any payment in respect thereof, the person entitled to receive the annual sum may enter into and distrain on the Land charged or any part thereof, and dispose according to Law of any distress found, to the intent that thereby or otherwise the annual sum and all arrears thereof, and all costs and expenses occasioned by non-payment thereof, may be fully paid.

(3.) If at any time the annual sum, or any part thereof, is



unpaid for forty days next after the time appointed for any payment in respect thereof, then, although no legal demand has been made for payment thereof, the person entitled to receive the annual sum may enter into possession of and hold the Land charged or any part thereof, and take the income thereof, until thereby or otherwise the annual sum and all arrears thereof due at the time of his entry, or afterwards becoming due during his continuance in possession, and all costs and expenses occasioned by non-payment of the annual sum, are fully paid; and such possession when taken shall be without impeachment of waste.

(4.) In the like case the person entitled to the annual charge, whether taking possession or not, may also by Deed demise the Land charged, or any part thereof, to a Trustee for a term of years, with or without impeachment of waste, on trust by mortgage or sale, or demise, for all or any part of the term, of the Land charged, or of any part thereof, or by receipt of the income thereof, or by all or any of those means, or by any other reasonable means, to raise and pay the annual sum and all arrears thereof due or to become due, and all costs and expenses occasioned by non-payment of the annual sum, or incurred in compelling or obtaining payment thereof, or otherwise relating thereto, including the costs of the preparation and execution of the Deed of demise, and the costs of the execution of the trusts of that Deed; and the surplus, if any, of the money raised, or of the income received, under the trusts of that Deed shall be paid to the person for the time being entitled to the Land therein comprised in reversion immediately expectant on the term thereby created.

(5.) This Section applies only if and as far as a contrary intention is not expressed in the Instrument under which the annual sum arises, and shall have effect subject to the terms of that Instrument, and to the Provisions therein contained.

(6.) This Section applies only where that Instrument comes into operation after the Commencement of this Law.

#### XI.—POWERS OF ATTORNEY.

Execution under  
Power of Attorney.

48—The Donee of a Power of Attorney may, if he thinks fit, execute or do any assurance, Instrument or thing, in and with



his own name and signature, and his own seal where sealing is required, by the authority of the Donor of the Power; and every assurance, Instrument and thing, so executed and done shall be as effectual in Law, to all intents, as if it had been executed or done by the Donee of the Power in the name and with the signature and seal of the Donor thereof.

This Section applies to Powers of Attorney created by Instruments executed either before or after the Commencement of this Law.

49—(1.) If a Power of Attorney given for valuable consideration is, in the Instrument creating the Power, expressed to be irrevocable, then,—in favour of a Purchaser—

Effect of Power of Attorney, for value, made absolutely irrevocable.

(i.) The Power shall not be revoked at any time, either by anything done by the Donor of the Power without the concurrence of the Donee of the Power, or by the death, marriage, lunacy, unsoundness of mind or bankruptcy, of the Donor of the Power,—and

(ii.) Any act done at any time by the Donee of the Power in pursuance of the Power shall be as valid as if anything done by the Donor of the Power without the concurrence of the Donee of the Power, or the death, marriage, lunacy, unsoundness of mind or bankruptcy, of the Donor of the Power, had not been done or happened,—and

(iii.) Neither the Donee of the Power nor the Purchaser shall at any time be prejudicially affected by notice of anything done by the Donor of the Power without the concurrence of the Donee of the Power, or of the death, marriage, lunacy, unsoundness of mind or bankruptcy, of the Donor of the Power.

(2.) This Section applies only to Powers of Attorney created by Instruments executed after the Commencement of this Law.

50—(1.) If a Power of Attorney, whether given for valuable consideration or not, is in the Instrument creating the Power expressed to be irrevocable for a fixed time therein specified, not exceeding one year from the date of the Instrument, then,—in favour of a Purchaser,—

Effect of Power of Attorney, for value or not, made irrevocable for fixed time.

- (i.) The Power shall not be revoked for and during that fixed time, either by anything done by the Donor of the Power without the concurrence of the Donee of the Power, or by the death, marriage, lunacy, unsoundness of mind or bankruptcy, of the Donor of the Power,—and
- (ii.) Any act done within that fixed time by the Donee of the Power in pursuance of the Power shall be as valid as if anything done by the Donor of the Power without the concurrence of the Donee of the Power, or the death, marriage, lunacy, unsoundness of mind or bankruptcy, of the Donor of the Power, had not been done or happened,—and
- (iii.) Neither the Donee of the Power nor the Purchaser shall at any time be prejudicially affected by notice, either during or after that fixed time, of anything done by the Donor of the Power during that fixed time without the concurrence of the Donee of the Power, or of the death, marriage, lunacy, unsoundness of mind or bankruptcy, of the Donor of the Power within that fixed time.

(2.) This Section applies only to Powers of Attorney created by Instruments executed after the Commencement of this Law.

Payment by Attorney under Power without notice of death, &c., § good.

51—(1.) Any person making or doing any payment or act in good faith in pursuance of a Power of Attorney shall not be liable in respect of the payment or act by reason that, before the payment or act, the Donor of the Power had died, or become lunatic, of unsound mind or bankrupt, or had revoked the Power, if the fact of death, lunacy, unsoundness of mind, bankruptcy or revocation, was not at the time of the payment or act known to the person making or doing the same.

(2.) But this Section shall not affect any right against the Payee of any person interested in any money so paid; and that person shall have the like remedy against the Payee as he would have had against the Payer if the payment had not been made by him.

(3.) This Section applies only to payments and acts made and done after the Commencement of this Law.

52—An Instrument creating a Power of Attorney must be duly proved and recorded in the Record Office of Jamaica. Powers of Attorney to be proved and recorded.  
The recording of such Instrument shall be necessary for its completion, and no person whose rights depend upon an exercise of the Power shall be required to recognize the existence of such Power until the same is so duly recorded.

## XII.—CONSTRUCTION AND EFFECT OF DEEDS AND OTHER INSTRUMENTS.

53—The use of no formal words is necessary in order to convey lands, or tenements or hereditaments, corporeal or incorporeal. Use of formal words unnecessary.

This Section applies to Conveyances made before or after the Commencement of this Law.

54—Freehold Land or a thing in action may be conveyed by a person to himself jointly with another person, by the like means by which it might be conveyed by him to another person,—and may, in like manner, be conveyed by a husband to his wife, and by a wife to her husband, alone or jointly with another person. Conveyance by person to himself, &c.

This Section applies only to Conveyances made after the Commencement of this Law.

55—In a Deed it shall be sufficient, in the limitation of an estate in fee simple, to use the words “in fee simple” without the word “heirs,” and in the limitation of an estate in tail, to use the words “in tail” without the words “heirs of the body,” and in the limitation of an estate in tail male or in tail female, to use the words “in tail male” or “in tail female,” as the case requires, without the words “heirs male of the body” or “heirs female of the body.” Words of limitation in fee or in tail.

This Section applies only to Deeds executed after the Commencement of this Law.

56—A person to whom any Power, whether coupled with an interest or not, is given may by Deed release, or contract not to exercise, the power. Powers simply collateral.

This Section applies to Powers created by Instruments coming into operation either before or after the Commencement of this Law.



Construction of supplemental or annexed Deed or document.

57—A Deed or document expressed to be supplemental to a previous Deed, or directed to be read as an annex thereto, shall, as far as may be, be read and have effect as if the Deed so expressed or directed were made by way of indorsement on the previous Deed or document, or contained a full recital thereof.

This Section applies to Deeds executed either before or after the Commencement of this Law.

Receipt in deed sufficient.

58—A receipt for consideration money or securities in the body of a Deed shall be a sufficient discharge for the same to the person paying or delivering the same, without any further receipt for the same being indorsed on the Deed.

This Section applies to Deeds executed before or after the Commencement of this Law.

Receipt in Deed or indorsed, evidence for subsequent Purchaser.

59—A receipt for consideration money or other consideration in the body of a Deed or indorsed thereon shall, in favour of a subsequent Purchaser not having notice that the money or other consideration thereby acknowledged to be received was not in fact paid or given, wholly or in part, be sufficient evidence of the payment or giving of the whole amount thereof.

This Section applies to Deeds executed before or after the Commencement of this Law.

Receipt in deed or indorsed, authority for payment to Solicitor.

60—Where a Solicitor produces a Deed having in the body thereof or indorsed thereon a receipt for consideration money or other consideration, the deed being executed, or the indorsed receipt being signed, by the person entitled to give a receipt for that consideration, the Deed shall be sufficient authority to the person liable to pay or give the same for his paying or giving the same to the Solicitor, without the Solicitor producing any separate or other direction or authority in that behalf from the person who executed or signed the Deed or receipt.

This Section applies to cases whether arising before or after the Commencement of this Law, and applies to Trustees as well as to other persons.

Sufficiency of Forms in second Schedule.

61—Deeds in the Form of any using the expressions in the Forms given in the Second Schedule to this Law, or in the like



Form, or using expressions to the like effect, shall, as regards form and expression in relation to the Provisions of this Law, be sufficient.

62—(1.) A Covenant relating to Land of inheritance, or devolving on the heir as special occupant, shall be deemed to be made with the Covenantor, his heirs and assigns, and shall have effect as if heirs and assigns were expressed.

*Covenants to bind heirs, &c.*

(2.) A Covenant relating to Land not of inheritance, or not devolving on the heir as special occupant, shall be deemed to be made with the Covenantor, his executors, administrators and assigns, and shall have effect as if executors, administrators and assigns, were expressed.

(3.) This Section applies only to Covenants made after the Commencement of this Law.

63—(1.) A Covenant, and a contract under seal, and a bond or obligation under seal, though not expressed to bind the heirs, shall operate in Law to bind the heirs and real estate, as well as the executors and administrators and personal estate, of the person making the same, as if heirs were expressed.

*Covenants to extend to heirs, &c.*

(2.) This Section extends to a Covenant implied by virtue of this Law.

(3.) This Section applies only if and as far as a contrary intention is not expressed in the Covenant, contract, bond or obligation, and shall have effect subject to the terms of the Covenant, contract, bond or obligation, and to the provisions therein contained.

(4.) This Section applies only to a Covenant, contract, bond or obligation, made or implied after the Commencement of this Law.

64—(1.) A Covenant, and a contract under seal, and a bond or obligation under seal, made with two or more jointly, to pay money, or to make a Conveyance, or to do any other act, to them or for their benefit, shall be deemed to include, and shall by virtue of this Law imply, an obligation to do the act to or for the benefit of the survivor or survivors of them, and to or for the benefit of any other person to whom the

*Effect of Covenant with two or more jointly.*

right to sue on the Covenant, contract, bond or obligation, devolves.

(2.) This Section extends to a Covenant implied by virtue of this Law.

(3.) This Section applies only if and as far as a contrary intention is not expressed in the Covenant, contract, bond or obligation, and shall have effect subject to the Covenant, contract, bond or obligation, and to the provisions therein contained.

(4.) This Section applies only to a Covenant, contract, bond or obligation, made or implied after the Commencement of this Law.

Effect of advance  
on joint account.

65—(1.) Where in a Mortgage, or an obligation for payment of money, or a Transfer of a Mortgage or of such an obligation, the sum, or any part of the sum, advanced or owing is expressed to be advanced by or owing to more persons than one out of money, or as money, belonging to them on a joint account, or a Mortgage, or such an obligation, or such a Transfer is made to more persons than one, jointly and not in shares, the mortgage money, or other money or money's worth, for the time being due to those persons on the Mortgage or obligation shall be deemed to be and remain money or money's worth belonging to those persons on a joint account, as between them and the Mortgagor or Obligor; and the receipt in writing of the survivors or last survivor of them, or the personal representatives of the last survivor, shall be a complete discharge for all money or money's worth for the time being due, notwithstanding any notice to the Payer of a severance of the joint account.

(2.) This Section applies only if and as far as a contrary intention is not expressed in the Mortgage, or obligation or Transfer, and shall have effect subject to the terms of the Mortgage, or obligation or Transfer, and to the provisions therein contained.

(3.) This Section applies only to a Mortgage, or obligation or transfer, made after the Commencement of this Law.

66—A Conveyance of freehold Land to the use that any person may have, for an estate or interest not exceeding in duration the estate conveyed in the Land, any easement, right, liberty or privilege, in or over, or with respect to, that Land or any part thereof, shall operate to vest in possession in that person that easement, right, liberty or privilege, for the estate or interest expressed to be limited to him; and he, and the person deriving title under him, shall have, use and enjoy, the same accordingly.

Conveyance of easements, &c., by way of use.

This Section applies only to Conveyances made after the Commencement of this Law.

67—(1.) Every Conveyance shall, by virtue of this Law, be effectual to pass all the estate, right, title, interest, claim and demand, which the conveying parties respectively have in, to or on, the Property conveyed, or expressed or intended so to be, or which they respectively have power to convey in, to or on, the same.

Provision for all the Estate, &c.

(2.) This Section applies only if and as far as a contrary intention is not expressed in the Conveyance, and shall have effect subject to the terms of the Conveyance and to the provisions therein contained.

(3.) This Section applies only to Conveyances made after the Commencement of this Law.

68—In the construction of a Covenant or Proviso, or other provision, implied in a Deed by virtue of this Law, words importing the singular or plural number, or the masculine gender, shall be read as also importing the plural or singular number, or as extending to females, as the case may require.

Construction of implied Covenants.

### XIII.—LONG TERMS.

69—(1.) Where a residue unexpired of not less than two hundred years of a term which, as originally created, was for not less than three hundred years, is subsisting in Land, whether being the whole Land originally comprised in the term, or part only thereof, without any Trust or right of redemption affecting the term in favour of the freeholder, or other person entitled in reversion expectant on the term, and without any rent, or with merely a pepper corn rent, or other

Enlargement of residue of long term into fee simple.



rent having no money value, incident to the reversion, or having had a rent not being merely a pepper corn rent, or other rent having no money value, originally so incident, which subsequently has been released, or has become barred by lapse of time, or has in any other way ceased to be payable,—then the term may be enlarged into a fee simple in the manner, and subject to the restrictions, in this Section provided.

(2.) Each of the following persons, (namely),—

(i.) Any person beneficially entitled in right of the term, whether subject to any incumbrance or not, to possession of any Land comprised in the term,—but, in case of a married woman, with the concurrence of her husband unless she is entitled for her separate use, whether with restraint on anticipation or not, and then without his concurrence,—

(ii.) Any person being in receipt of income as Trustee, in right of the term, or having the term vested in him in trust for sale, whether subject to any incumbrance or not,—

(iii.) Any person in whom, as personal representative of any deceased person, the term is vested, whether subject to any incumbrance or not,—

shall, as far as regards the Land to which he is entitled, or in which he is interested, in right of the term, in any such character as aforesaid, have power by Deed to declare to the effect that from and after the execution of the Deed the term shall be enlarged into a fee simple.

(3.) Thereupon, by virtue of the Deed and of this Law, the term shall become and be enlarged accordingly, and the person in whom the term was previously vested shall acquire and have in the Land a fee simple instead of the term.

(4.) This Section shall apply to and include every such term as aforesaid, whether having as the immediate reversion thereon the freehold or not,—but not—

(i.) Any term liable to be determined by re-entry for condition broken, or



(ii.) Any term created by sub-demise out of a superior term, itself incapable of being enlarged into a fee simple.

(5.) The estate in fee simple so acquired by enlargement shall be subject to all the same Trusts, Powers, executory limitations over, rights and equities, and to all the same Covenants and Provisions relating to user and enjoyment, and to all the same obligations of every kind, as the term would have been subject to if it had not been so enlarged.

(6.) But where any land so held for the residue of a term has been settled in trust by reference to other Land, being freehold Land, so as to go along with that other Land as far as the Law permits, and, at the time of enlargement, the ultimate beneficial interest in the term, whether subject to any subsisting particular estate or not, has not become absolutely and indefeasibly vested in any person, then the estate in fee simple acquired as aforesaid shall, without prejudice to any Conveyance for value previously made by a person having a contingent or defeasible interest in the term, be liable to be, and shall be, conveyed and settled in like manner as the other Land, being freehold land aforesaid, and until so conveyed and settled shall devolve beneficially as if it had been so conveyed and settled.

(7.) The estate in fee simple so acquired shall, whether the term was originally created without impeachment of waste or not, include the fee simple in all mines and minerals which at the time of enlargement have not been severed in right or in fact.

(8.) This Section applies to every such term as aforesaid subsisting at or after the Commencement of this Law.

#### XIV.—ADOPTION OF ACT.

70—(1.) It is hereby declared that the Powers given by this Law to any person, and the Covenants, Provisions, stipulations and words, which under this Law are to be deemed included or implied in any Instrument, or are by this Law made applicable to any contract for sale or other transaction, are and shall be deemed in law proper Powers, Covenants, Pro-

Protection of  
Solicitor and Trust-  
tees adopting Law.

visions, stipulations and words, to be given by or to be contained in any such Instrument, or to be adopted in connexion with or applied to any such contract or transaction; and a Solicitor shall not be deemed guilty of neglect or breach of duty, or become in any way liable, by reason of his omitting in good faith in any such Instrument, or in connexion with any such contract or transaction, to negative the giving, inclusion, implication or application, of any of those Powers, Covenants, Provisions, stipulations or words, or to insert or apply any others in place thereof, in any case where the Provisions of this Law would allow of his doing so.

(2.) But nothing in this Law shall be taken to imply that the insertion in any such Instrument, or the adoption in connexion with, or the application to, any contract or transaction, of any further or other Powers, Covenants, Provisions, stipulations or words, is improper.

(3.) Where the Solicitor is acting for Trustees, executors, or other persons in a fiduciary position, those persons shall also be protected in like manner.

(4.) Where such persons are acting without a Solicitor, they shall also be protected in like manner.

#### XV.—MISCELLANEOUS.

Persons not being admitted Barristers or Solicitors practising for reward, subject to penalties.

71—(1) Any person not being a Barrister, or a Solicitor, admitted to practice in this Island, who shall for reward act in this Island in the preparation or completion of, or in the advising on, any Contract, Conveyance, Lease, Mortgage, Will or other Instrument, shall be guilty of an Offence against this Law, and on conviction thereof before a Court of Summary Jurisdiction shall be liable on a first conviction to pay a fine not exceeding fifty pounds or less than twenty pounds, and on default of payment to imprisonment not exceeding thirty days, and on a subsequent conviction for an Offence committed subsequent to a previous conviction to a like penalty with imprisonment not exceeding thirty days.

(2) Should such person be under articles of Clerkship to a Solicitor, upon such conviction his Articles shall become void.

(3) Provided always that lapse of time after the committing of the Offence shall not be a bar to any prosecution under this Law,—provided that such prosecution is begun within three months of the Offence coming to the knowledge of the Informant, and within two years of the committal of the Offence.

72—(1.) Any Notice required or authorized by this Law to be served shall be in writing. Regulations respecting Notice,

(2.) Any Notice required or authorized by this Law to be served on a Lessee or Mortgagor shall be sufficient although only addressed to the Lessee or Mortgagor by that designation, without his name, or generally to the persons interested without any name, and notwithstanding that any person to be affected by the Notice is absent, under disability, unborn or unascertained.

(3.) Any Notice required or authorized by this Law to be served shall be sufficiently served if it is left at the last known place of abode or business in this Island of the Lessee, Lessor, Mortgagee, Mortgagor, or other person to be served, or, in case of a Notice required or authorized to be served on a Lessee or Mortgagor, is affixed or left for him on the Land or any house or building comprised in the Lease or Mortgage, or, in case of a mining Lease, is left for the Lessee at the office or counting-house of the Mine.

(4.) Any Notice required or authorized by this Law to be served shall also be sufficiently served if it is sent by post in a registered letter addressed to the Lessee, Lessor, Mortgagee, Mortgagor, or other person to be served, by name, at the afore-said place of abode or business, office or counting-house, and if that letter is not returned through the Post Office undelivered; and that service shall be deemed to be made at the time at which the registered letter would in the ordinary course be delivered.

(5.) This Section does not apply to Notices served in Proceedings in the Court.

#### XVI.—COURT, PROCEDURE, ORDERS.

73—(1.) Payment of money into Court shall effectually exonerate therefrom the person making the payment. Regulations respecting payments into Court and ap-



Applications to the Court.

(2.) Every application to the Court shall, except where it is otherwise expressed, be by Summons at Chambers.

(3.) On an application by a Purchaser, notice shall be served in the first instance on the Vendor.

(4.) On an application by a Vendor, notice shall be served in the first instance on the Purchaser.

(5.) On any application notice shall be served on such persons, if any, as the Court thinks fit.

(6.) The Court shall have full power and discretion to make such Order as it thinks fit respecting the costs, charges or expenses, of all or any of the parties to any application.

(7.) General Rules for purposes of this Law shall be deemed Rules of Court within Section 36 of the Judicature Law, 1879, and may be made accordingly.

Orders of Court conclusive.

74—(1.) An Order of the Court under any Statutory or other Jurisdiction shall not, as against a Purchaser, be invalidated on the ground of want of jurisdiction, or of want of any concurrence, consent, notice or service, whether the Purchaser has notice of any such want or not.

(2.) This Section shall have effect with respect to any Lease, sale or other act, under the authority of the Court.

First Schedule.  
Statutory  
Mortgage.

## FIRST SCHEDULE.

### STATUTORY MORTGAGE.

#### PART I.

#### *Deed of Statutory Mortgage.*

This Indenture made by way of Statutory Mortgage the  
day of 18 between A. of [§c.] of the  
one part and M. of [§c.] of the other part WITNESSETH that in  
consideration of the sum of £ now paid to A. by M.  
of which sum A. hereby acknowledges the receipt A. as Mort-  
gagor and as beneficial owner hereby conveys to M. all that  
[§c.] To HOLD to and to the use of M. in fee simple for secur-  
ing payment on the day of 18 of the principal



sum of £            as the Mortgage money with interest thereon  
at the rate of [four] per centum per annum.

In witness, &c.

\* \* \* *Variations in this and subsequent Forms to be made, if  
required, for leasehold land or other matter.*

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PART II.

(A.)

*Deed of Statutory Transfer, Mortgagor not joining.*

This Indenture made by way of Statutory Transfer of  
Mortgage the       day of       18       between M. of [&c.]  
of the one part and T. [&c.] of the other part supplemental  
to an Indenture made by way of Statutory Mortgage dated  
the       day of       18       and made between  
[&c.] WITNESSETH that in consideration of the sum of £

now paid to M. by T. being the aggregate amount  
of £       Mortgage money and £       interest  
due in respect of the said Mortgage of which sum M. hereby  
acknowledges the receipt M. as Mortgagee hereby conveys  
and transfers to T. the benefit of the said Mortgage.

In witness, &c.

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(B.)

*Deed of Statutory Transfer, a Covenantor joining.*

This Indenture made by way of Statutory Transfer of Mort-  
gage the       day of       18       between A. of [&c.] of the  
first part, B. of [&c.] of the second part, and C. of [&c.] of the  
third part, supplemental to an Indenture made by way of  
Statutory Mortgage, dated the       day of       18       and  
made between [&c.] WITNESSETH that in consideration of  
the sum of £       now paid to A. by C. being the Mortgage  
Money due in respect of the said Mortgage, no interest being  
now due and payable thereon, of which sum A. hereby ac-  
knowledges the receipt A. as Mortgagee, with the concu-  
rence of B. who joins herein as Covenantor, hereby conveys  
and transfers to C. the benefit of the said Mortgage.

In witness, &c.

(C.)

*Statutory Transfer and Statutory Mortgage combined.*

This Indenture made by way of Statutory Mortgage the day of 18 between A. of [§c.] of the first part B. of [§c.] of the second part and C. of [§c.] of the third part supplemental to an Indenture made by way of Statutory Mortgage dated the day of 18 and made between [§c.] WHEREAS the principal sum of £ only remains due in respect of the said Mortgage as the Mortgage Money and no interest is now due and payable thereon: AND WHEREAS B. is seised in fee simple of the land comprised in the said Mortgage subject to that Mortgage: NOW THIS INDENTURE WITNESSETH that in consideration of the sum of £ now paid to A. by C. of which sum A. hereby acknowledges the receipt and B. hereby acknowledges the payment and receipt as aforesaid\* A, as Mortgagee hereby conveys and transfers to C. the benefit of the said Mortgage. AND THIS INDENTURE ALSO WITNESSETH that for the same consideration A. as Mortgagee and according to his estate and by direction of B. hereby conveys, and B. as beneficial owner hereby conveys and confirms to C. all that [§c.] TO HOLD to and to the use of C. in fee simple for securing payment on the day of 18 of † the sum of £ as the Mortgage Money with interest thereon at the rate of [four] per centum per annum.

In witness, &c.

[Or, in case of further advance, after aforesaid at \* insert and also in consideration of the further sum of £ now paid by C. to B., of which sum B. hereby acknowledges the receipt, and after of at † insert the sum of £ and £ making together.]

\* \* Variations to be made, as required, in case of the Deed being made by indorsement, or in respect of any other thing.

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 PART III.
*Deed of Statutory Re-conveyance of Mortgage.*

THIS INDENTURE made by way of Statutory Re-conveyance of Mortgage the day of 18 between C. of [§c.] of the one part and B. of [§c.] of the other part sup-

plemental to an Indenture made by way of Statutory Transfer of Mortgage dated the       day of       18       and made between [*&c.*] WITNESSETH that in consideration of all principal money and interest due under that Indenture having been paid of which principal and interest C. hereby acknowledges the receipt C. as Mortgagee hereby conveys to B. all the lands and hereditaments now vested in C. under the said Indenture TO HOLD to and to the use of B. in fee simple discharged from all principal and interest secured by and from all claims and demands under the said Indenture.

In witness, &c.

\* \* \* *Variations as noted above.*

## THE SECOND SCHEDULE.

The Second  
Schedule.  
Deeds.

### SHORT FORMS OF DEEDS.

#### *I—Mortgage.*

THIS INDENTURE OF MORTGAGE made the       day of       18       between A of [*&c.*] of the one part and B. of [*&c.*] and C. of [*&c.*] of the other part WITNESSETH that in consideration of the sum of £       paid to A. by B. and C. out of money belonging to them on joint account of which sum A. acknowledges the receipt A. hereby covenants with B. and C. to pay them on the       day of       18       the sum of £       with interest thereon in the meantime at the rate of [*four*] per centum per annum, and also as long after that day as the principal money remains due under this Mortgage to pay to B. and C. interest thereon at the same rate by equal half yearly payments on the       day of       and the day of       . AND THIS INDENTURE ALSO WITNESSETH that for the same consideration A. as beneficial owner hereby conveys to B. and C. in fee simple subject to the proviso for redemption following (namely) that if A. or any person claiming under him shall on the       day of       18       pay to B. and C. the sum of       and interest thereon at the rate aforesaid then B. and C. or the persons claiming under them will at the request and cost of A. or the persons claiming under him reconvey the premises to A. or the person claiming



under him, AND A. hereby covenants with B. as follows: [*here add Covenant as to Fire Insurance or other special Covenants required.*]

In witness, &c.

*II.—Further Charge.*

THIS INDENTURE made the      day of      18      between [*the same parties as the foregoing Mortgage*] and supplemental to an Indenture of Mortgage dated the      day of      18      and made between the same parties for securing the sum of £      and interest at [*four*] per centum per annum on property at [*&c.*] Witnesseth that in consideration of the further sum of £      paid to A. by B. and C. out of money belonging to them on joint account [*add receipt and Covenant as in the foregoing Mortgage*] and farther that all the property comprised in the beforementioned Indenture of Mortgage shall stand charged with the payment to B. and C. of the sum of £      and the interest thereon hereinbefore covenanted to be paid as well as the sum of £      and interest secured by the same Indenture.

In witness, &c.

*III.—Conveyance on Sale.*

THIS INDENTURE made the      day of      18      between A. of [*&c.*] of the 1st part B. of [*&c.*] and C. of [*&c.*] of the 2nd part and M. of [*&c.*] of the 3rd part. WHEREAS by an Indenture dated [*&c.*] and made between [*&c.*] the lands hereinafter mentioned were conveyed by A. to B. and C. in fee simple by way of Mortgage for securing £      and interest and by a supplemental Indenture dated [*&c.*] and made between the same parties those lands were charged by A. with the payment to B. and C. of the further sum of £      and interest thereon. AND WHEREAS a principal sum of £      remains due under the two beforementioned Indentures but all interest thereon has been paid as B. and C. hereby acknowledge. NOW THIS INDENTURE WITNESSETH that in consideration of the sum of £      paid by the direction of A. to B. and C. and of the sum of £      paid to A. those two sums making together the total sum of £      paid by M. for the purchase of the fee simple



of the lands hereinafter mentioned of which sum of £ B. and C. hereby acknowledge the receipt and of which total sum of £ A. hereby acknowledges the payment and receipt in manner beforementioned B. and C. as Mortgagees and by the direction of A. as beneficial owner hereby conveys and confirms to M. all that [§c.] to hold to and to the use of M. in fee simple discharged from all money secured by and from all claims under the beforementioned Indentures [add if required and A. hereby acknowledges the right of M. to production of the documents of title mentioned in the Schedule hereto, and to delivery of copies thereof, and hereby undertakes for the safe custody thereof.]

In witness, &c.

[The Schedule above referred to.

To contain list of documents retained by A.]

*IV.—Marriage Settlement.*

THIS INDENTURE made the       day of       18       between John M. [§c.] of the 1st part, Jane S. of [§c.] of the 2nd part and X. of [§c.] and Y. of [§c.] of the 3rd part, WITNESSETH that in consideration of the intended marriage between John M. and Jane S., John M. as settlor hereby conveys to X. and Y. all that [§c.] To hold to X. and Y. in fee simple to the use of John M. in fee simple until the marriage and after the marriage to the use of John M. during his life without impeachment of waste with remainder after his death to the use that Jane S. if she survives him may receive during the rest of her life a yearly jointure rent charge of £       to commence from his death and to be paid by equal half-yearly payments the first thereof to be made at the end of six calendar months from his death if she is then living or if not a proportional part to be paid at her death and subject to the beforementioned rent charge to the use of X. and Y. for a term of 500 years without impeachment of waste on the trusts hereinafter declared and subject thereto to the use of the first and other sons of John M. and Jane S. successively according to seniority in tail male with remainder [insert here if thought desirable, to the use of the same first and other sons successively according to seniority in tail with remainder]

to the use of all the daughters of *John M. and Jane S.* in equal shares as tenants in common in tail with cross-remainders between them in tail with remainder to the use of *John M.* in fee simple [*Insert trusts of term of 500 years for raising portions; also if required, power to charge jointure and portion on a future marriage and other powers and provisions, if and as desired.*]

In witness, &c.

## PRIVY COUNCIL REGULATIONS.

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ORDER MADE AT A PRIVY COUNCIL HELD ON 19TH SEPTEMBER, 1889.

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Under the provisions of Section 12 of Law 18 of 1868, it was ordered that on and from the 1st January, 1890, the rate of Inland Postage on Letters shall be reduced to one penny per half ounce throughout the Island and the rate on Post Cards to one half penny, postage to be prepaid.

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